

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

The Basketball Marketing Company, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State

☐ Other: _____Citizenship (see guidelines) DelawareExecution Date(s) June 8, 2012Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Collateral Assignment and Security Agreement

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ NoName: Israel Discount Bank of New YorkInternal
Address: _____Street Address: 511 Fifth AvenueCity: New YorkState: NYCountry: USAZip: 10017☐ Association Citizenship _____☐ General Partnership Citizenship _____☐ Limited Partnership Citizenship _____☐ Corporation Citizenship _____☒ Other Bank ☒ Citizenship New YorkIf assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED
HERETOB. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED
HERETOAdditional sheet(s) attached? ☒ Yes ☐ NoC. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)
SEE SCHEDULE A ANNEXED HERETO

5. Name address of party to whom correspondence concerning document should be mailed:

Name: CT Lien SolutionsInternal Address: Attn: Susan O'BrienStreet Address: 187 Wolf Road, Suite 101City: AlbanyState: NYZip: 12205Phone Number: 800-342-3676Fax Number: 800-962-7049Email Address: cls-udsalbany@wolterskluwer.com

6. Total number of applications and registrations involved:

31

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$790.00

☒ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed

8. Payment information:

a. Credit Card

Last 4 Numbers 1640Expiration Date 10/13

b. Deposit Account Number _____

Authorized User Name: _____

9. Signature: _____

Signature

Robert J. Gonnello

Name of Person Signing

Date

Total number of pages including cover
sheet, attachments, and document. 20Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$790.00 8559135

**SCHEDULE A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

	Country	Mark	Reg or Serial No	Reg or File Date	Status
1.	United States of America	(DRIVER POSE PLAYER DESIGN)	2,558,721	09-Apr- 2002	Registered
2.	United States of America	(DRIVER POSE PLAYER DESIGN)	3,929,306	08-Mar- 2011	Registered
3.	United States of America	(Driver Pose Player with Hook Design)	2,597,721	23-Jul- 2002	Registered
4.	United States of America	(Lo Qi Downtime Logo)	3,936,514	29-Mar- 2011	Registered
5.	United States of America	(Man Holding Basetball Design)	1,897,589	06-Jun- 1995	Registered
6.	United States of America	(Silhouette Logo)	2,828,607	30-Mar- 2004	Registered
7.	United States of America	A1 (and Shield Design)	4,105,808	28-Feb- 2012	Registered
8.	United States of America	A1 (and Shield Design)	85/591,356	06-Apr- 2012	Pending
9.	United States of America	A1 (logo)	4,105,807	28-Feb- 2012	Registered
10.	United States of America	A1 (logo)	85/591,336	06-Apr- 2012	Pending
11.	United States of America	AND 1	2,969,524	19-Jul- 2005	Registered
12.	United States of America	AND 1	3,028,515	13-Dec- 2005	Registered
13.	United States of America	AND 1	1,898,164	06-Jun- 1995	Registered
14.	United States of America	AND 1	3,974,394	07-Jun- 2011	Registered
15.	United States of America	AND 1	4,013,635	16-Aug- 2011	Registered
16.	United States of America	AND 1	85/310,003	02-May- 2011	Pending

2165571.1

	Country	Mark	Reg or Serial No	Reg or File Date	Status
17.	United States of America	AND 1 (& Design) (Corporate Breakdown)	2,357,353	13-Jun- 2000	Registered
18.	United States of America	AND 1 (& Design) (Extended Arm)	2,250,202	01-Jun- 1999	Registered
19.	United States of America	AND 1 (& Hook Logo)	2,645,469	05-Nov- 2002	Registered
20.	United States of America	AND1	4,019,930	30-Aug- 2011	Registered
21.	United States of America	AND1 (& Silhouette Logo)	2,803,755	06-Jan- 2004	Registered
22.	United States of America	AND1 basketball company (& design)	77/562,714	04-Sep- 2008	Pending
23.	United States of America	CLUTCH	3,905,111	11-Jan- 2011	Registered
24.	United States of America	DEDICATED TO ALL THINGS BASKETBALL	3,974,920	07-Jun- 2011	Registered
25.	United States of America	I BALL	2,947,759	10-May- 2005	Registered
26.	United States of America	L2G	3,984,673	28-Jun- 2011	Registered
27.	United States of America	MIX TAPE	3,031,202	20-Dec- 2005	Registered
28.	United States of America	MIX TAPE	3,052,979	31-Jan- 2006	Registered
29.	United States of America	MIX TAPE	2,524,407	01-Jan- 2002	Registered
30.	United States of America	MIX TAPE	2,638,122	22-Oct- 2002	Registered
31.	United States of America	FUTURE	76/337,199	13-Nov- 2001	Pending

**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 8th day of June, 2012 between **THE BASKETBALL MARKETING COMPANY, INC.** ("Borrower"), having its chief executive office at 5881 N. Obispo Ave, Suite 101, Long Beach, CA 90805 and **ISRAEL DISCOUNT BANK OF NEW YORK** ("IDB"), in its capacity as agent for the Lenders (in such capacity, "Agent"), having a place of business at 511 Fifth Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, Agent has entered or is about to enter into certain financing arrangements with Borrower and certain of its affiliates pursuant to that certain Loan and Security Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), by and between Borrower, certain affiliates of Borrower (collectively, the "Borrowers"), Agent and the financial institutions party thereto as lenders (the "Lenders") pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Borrower and certain of its affiliates, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, and the Loan Documents (as defined in the Loan Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Loan Documents"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Loan Documents and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Borrower has agreed to grant to Agent, for the benefit of Lenders, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Agent, for the benefit of itself, its affiliates and the Lenders, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks,

trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the Borrower's business connected with the use of each Trademark License; and (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Borrower in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrower, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Agent's rights under the Loan Documents.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Agent pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under the Loan Agreement, the Loan Documents, this Agreement or any other agreement or by operation of law, now or hereafter owing by Borrowers to Agent, Lenders or to any affiliate of Agent or Lenders. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Agent or Lenders, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Borrowers' account under the Loan Agreement, whether arising under this Agreement, the other Loan Documents or by operation of law and whether incurred by Borrowers as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Agent the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Agent and Lenders to Borrowers under the Loan Documents:

- (a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or, in Agent's sole and reasonable discretion, advisable to maintain the existence of the Collateral consisting of registered AND1 Intellectual Property (and, to the extent Borrower finds it advisable in its business, all other registered Trademarks) as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Agent, except as otherwise permitted in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's sole expense, promptly perform all acts and execute all documents requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Agent or as otherwise determined by Agent. Borrower further authorizes Agent to have this Agreement or, provided it does not contain any of Borrower's confidential information, any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as reasonably requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Borrower, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) If, after the date hereof, Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall

automatically apply thereto. Upon the request of Agent, Borrower shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interests in and conditional assignment of such Trademark in favor of Agent.

(i) Borrower has not abandoned any of the Trademarks and Borrower shall not do any act, nor omit to do any act, whereby the AND/ Intellectual Property may become invalidated, unenforceable, avoided or avoidable. Borrower shall notify Agent immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Borrower shall render any assistance, as Agent shall determine is reasonably necessary or advisable, to Agent in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Agent's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) To Borrower's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Borrower shall promptly notify Agent if Borrower (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Agent, Borrower, at Borrower's sole expense, shall join with Agent in such action as Agent, in Agent's reasonable discretion, may deem advisable for the protection of Agent's interest in and to any or all of the Trademarks, it being understood that the foregoing does not itself preclude Borrower from bringing an action against a person for protection of Borrower's interest in and to such Trademarks.

(l) Borrower assumes all responsibility and liability arising from its use of the Trademarks and Borrower hereby indemnifies and holds Agent harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrower (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrower (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Borrower shall promptly pay Agent for any and all reasonable expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent and/or Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Agent, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder or in the Loan Agreement:

(a) Agent may require that neither Borrower nor any affiliate of Borrower make any use of the Trademarks for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Agent by Borrower or any affiliate of Borrower or for such other reason as Agent may determine; provided that, without in any way limiting the right of Agent to sell, liquidate or otherwise dispose of any goods existing upon the occurrence of an Event of Default bearing any Trademark in a manner determined by Agent in connection with the enforcement of Agent's security interest in such goods, all such uses of any Trademark shall be used together with such Trademark's associated goodwill and in a manner consistent with Borrower's prior use of such Trademark.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries. Notwithstanding the foregoing, any such license(s) of a Trademark must provide for appropriate quality control standards and for the goodwill to inure solely for the licenses benefit.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Agent may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that Agent has no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent may apply any remaining proceeds to such of the Obligations as Agent may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay Agent on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Agent and/or Lenders set forth in the Loan Agreement.

(f) At Agent's request, Borrower shall supply to Agent or to Agent's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Agent to take any such action at any time. All of Agent's and Lenders' rights and remedies, whether provided under this Agreement, the Loan Agreement, the other Loan Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. **JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW**

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Borrower and Agent expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Borrower and Agent irrevocably waive all claims, obligations and defenses that Borrower or Agent, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Agent to bring proceedings against Borrower in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) AGENT AND BORROWER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Borrower waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Agent and Lenders shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent and/or Lenders that the losses were the result of Agent's or such Lender's acts or omissions constituting gross negligence or willful misconduct.

7. **MISCELLANEOUS**

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (a) by hand, (b) by certified mail, return receipt requested, or (c) by recognized overnight courier service, to the other party at the address set forth in the Loan Agreement, or to such other addresses as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (i) the day of hand delivery, (ii) the third Business Day

after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (iii) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and permitted assigns.

(c) Agent shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement, the other Loan Documents and any other document referred to herein shall inure to the benefit of and shall bind Agent and Borrower and their respective successors and assigns.

(d) No failure or delay by Agent in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Agent's and Lenders' rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Agent and/or Lenders may have. No waiver by Agent will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a writing executed by Agent. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Loan Documents and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.


(g) This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement shall

become effective when Agent has received counterparts bearing the signatures of all parties hereto. Delivery of an executed signature page by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Agent have executed this Agreement as of the day and year first above written.

**THE BASKETBALL MARKETING
COMPANY, INC.**

By: 
Name: EDDIE ESHES
Title: PRESIDENT

**ISRAEL DISCOUNT BANK OF NEW
YORK, as Agent**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Signature Page to Trademark Collateral
Assignment and Security Agreement

IN WITNESS WHEREOF, Borrower and Agent have executed this Agreement as of the day and year first above written,

THE BASKETBALL MARKETING
COMPANY, INC.

By: _____
Name: _____
Title: _____

ISRAEL DISCOUNT BANK OF NEW
YORK, as Agent

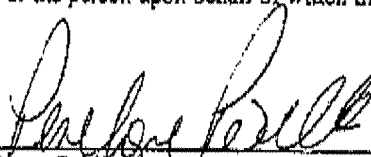
By: George Commander
Name: George Commander
Title: Senior Vice President

By: David Herzog
Name: David Herzog
Title: First Vice President

Signature Page to Trademark Collateral
Assignment and Security Agreement

STATE OF NT)
COUNTY OF Middlesex) ss.:

On the 7 day of June in the year 2012, before me, the undersigned, personally appeared Edith E. S. S. S., personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

PENELOPE PERILLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 27, 2015
2036035

On the ____ day of _____ in the year 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On the ____ day of _____ in the year 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Signature Page to Trademark Collateral
Assignment and Security Agreement

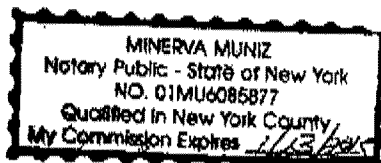
STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2012, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

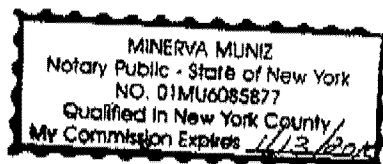
On the 8th day of June in the year 2012, before me, the undersigned, personally appeared GEORGE COMMANDER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Minerva Muniz
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 8th day of June in the year 2012, before me, the undersigned, personally appeared DAVID HERZOG, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Minerva Muniz
Notary Public

Signature Page to Trademark Collateral
Assignment and Security Agreement

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

	Country	Mark	Reg or Serial No	Reg or File Date	Status
1.	United States of America	(DRIVER POSE PLAYER DESIGN)	2,558,721	09-Apr-2002	Registered
2.	United States of America	(DRIVER POSE PLAYER DESIGN)	3,929,308	08-Mar-2011	Registered
3.	United States of America	(Driver Pose Player with Hook Design)	2,597,721	23-Jul-2002	Registered
4.	United States of America	(Lo Qi Downtime Logo)	3,936,514	29-Mar-2011	Registered
5.	United States of America	(Man Holding Basketball Design)	1,897,589	06-Jun-1995	Registered
6.	United States of America	(Silhouette Logo)	2,828,607	30-Mar-2004	Registered
7.	United States of America	A1 (and Shield Design)	4,105,808	28-Feb-2012	Registered
8.	United States of America	A1 (and Shield Design)	85/591,356	06-Apr-2012	Pending
9.	United States of America	A1 (logo)	4,105,807	28-Feb-2012	Registered
10.	United States of America	A1 (logo)	85/591,336	06-Apr-2012	Pending
11.	United States of America	AND 1	2,969,524	19-Jul-2005	Registered
12.	United States of America	AND 1	3,028,515	13-Dec-2005	Registered
13.	United States of America	AND 1	1,898,164	06-Jun-1995	Registered
14.	United States of America	AND 1	3,974,394	07-Jun-2011	Registered
15.	United States of America	AND 1	4,013,635	18-Aug-2011	Registered
16.	United States of America	AND 1	85/310,003	02-May-2011	Pending
17.	United States of America	AND 1 (& Design) (Corporate Breakdown)	2,357,353	13-Jun-2000	Registered
18.	United States of America	AND 1 (& Design) (Extended Arm)	2,250,202	01-Jun-1999	Registered
19.	United States of America	AND 1 (& Hook Logo)	2,845,469	05-Nov-2002	Registered
20.	United States of America	AND1	4,019,930	30-Aug-2011	Registered
21.	United States of America	AND1 (& Silhouette Logo)	2,803,755	06-Jan-2004	Registered
22.	United States of America	AND1 basketball company (& design)	77/562,714	04-Sep-2008	Pending
23.	United States of America	CLUTCH	3,905,111	11-Jan-2011	Registered
24.	United States of America	DEDICATED TO ALL THINGS BASKETBALL	3,974,920	07-Jun-2011	Registered
25.	United States of America	I BALL	2,947,759	10-May-2005	Registered
26.	United States of America	L2G	3,984,673	28-Jun-2011	Registered
27.	United States of America	MIX TAPE	3,031,202	20-Dec-2005	Registered
28.	United States of America	MIX TAPE	3,052,979	31-Jan-2006	Registered
29.	United States of America	MIX TAPE	2,524,407	01-Jan-2002	Registered
30.	United States of America	MIX TAPE	2,838,122	22-Oct-2002	Registered
31.	United States of America	FUTURE	76/337,199	13-Nov-2001	Pending

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

TRADEMARK LICENSES

[SEE ATTACHED]

[REDACTED]

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NY)
COUNTY OF Madison) ss.:

KNOW ALL MEN BY THESE PRESENTS, that THE BASKETBALL MARKETING COMPANY, INC. ("Borrower"), having an office at 5881 N. Obispo Ave, Suite 101, Long Beach, CA 90805, hereby appoints and constitutes ISRAEL DISCOUNT BANK OF NEW YORK ("IDB"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which IDB, in its sole and absolute discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Borrower in and to any Trademarks, as such term is defined in the Trademark Collateral Assignment and Security Agreement, dated as of the date hereof, between Borrower and IDB (the "Agreement"), or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which IDB, in its sole and absolute discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to the Agreement and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations," as such term is defined in the Agreement, are paid in full and the Agreement is terminated in writing by IDB.

Dated: June 8, 2012

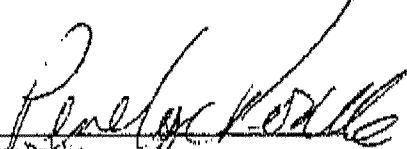
THE BASKETBALL MARKETING
COMPANY, INC.

By: [Signature]
Name: PRESIDENT
Title: DAVID ESKES

Special Power of Attorney re Trademarks

STATE OF NJ)
COUNTY OF Middlesex) ss.:

On the 7 day of June in the year 2012, before me, the undersigned, personally appeared FRANK ESTEY, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public

PENELOPE PERILLO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 27, 2015
2036035

Special Power of Attorney re Trademarks