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
JPMORGAN CHASE BANK, N.A.		12/28/2012	NATIONAL ASSOCIATION: UNITED STATES

RECEIVING PARTY DATA

Name:	STERLING ENTERTAINMENT ENTERPRISES, LLC
Street Address:	15 WEST 51ST STREET, 29TH FLOOR
Internal Address:	75 ROCKEFELLER PLAZA
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3437853	BASEBALL DAY IN NEW YORK
Registration Number:	3437852	BASEBALL NIGHT IN NEW YORK
Registration Number:	3379388	SNY SPORTSNET NEW YORK
Registration Number:	3247054	SPORTS NY
Registration Number:	3308875	SNY
Registration Number:	3308779	SNY
Registration Number:	3628229	LOUDMOUTHS

CORRESPONDENCE DATA

Fax Number: 6508385109

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 650-838-3743

Email: JLIK@SHEARMAN.COM

TRADEMARK REEL: 004944 FRAME: 0308 3437853

CH \$190.00

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Correspondent Name: **ZHENG BAO** Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR Address Line 2: SHEARMAN & STERLING LLP Address Line 4: PALO ALTO, CALIFORNIA 94306 ATTORNEY DOCKET NUMBER: 37051/45 NAME OF SUBMITTER: **ZHENG BAO** /ZHENG BAO/ Signature: 01/16/2013 Date: Total Attachments: 5 source=0 - SNY Release (Trademark)#page1.tif source=0 - SNY Release (Trademark)#page2.tif source=0 - SNY Release (Trademark)#page3.tif source=0 - SNY Release (Trademark)#page4.tif source=0 - SNY Release (Trademark)#page5.tif

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of December 28, 2012 (this "*Release*"), by JPMORGAN CHASE BANK, N.A., as Collateral Agent (as defined below). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Collateral Agreement or the Trademark Security Agreement, as applicable, referred to below.

- A. Reference is made to (i) the Collateral Agreement, dated as of August 5, 2010, as amended as of February 16, 2012 (as further amended, restated, supplemented or otherwise modified to the date hereof, the "Collateral Agreement") among Sterling Entertainment Enterprises, LLC (the "Borrower"), the Subsidiaries from time to time party thereto and JPMorgan Chase Bank, N.A., as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent") and (ii) the Trademark Security Agreement, dated as of August 5, 2010 (as amended, restated, supplemented or otherwise modified to the date hereof, the "Trademark Security Agreement" and, together with the Collateral Agreement, the "Security Agreements") between the Borrower and the Collateral Agent.
- B. Pursuant to the Security Agreements, among other things, the Borrower granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in, among other things, all of the right, title and interest of the Borrower in, to and under the Trademark Collateral, including the trademarks set forth on <u>Schedule I</u> hereto (collectively, the "*Trademarks*"), which such security interest was recorded with the United States Patent & Trademark Office on August 6, 2010 at Reel/Frame 004255/0871.
- C. In connection with the payment in full of all Obligations (other than contingent indemnification obligations not then due and for which no claim has been made) of the Borrower and the termination of the Commitments, the Borrower has informed the Collateral Agent of its desire that the Collateral Agent, on behalf of the Secured Parties, release all right, title and interest granted to it, for the benefit of the Secured Parties, under the Security Agreements in and to the Trademarks.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates, releases and discharges any and all security interests it has in and to the Trademarks and reassigns all right, title and interest it has in and to the Trademarks, together with the goodwill associated therewith, to the Borrower. The execution and delivery of this Release and the performance of any actions by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

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

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

8v

Name:

Title:

Helene P. Sprung Senior Vice President IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be duly executed as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By:

Name:

Title:

Acknowledged and Agreed to:

STERLING ENTERTAINMENT ENTERPRISES, LLC

By:

Name: Scott Weinfeld

Title: Senior Vice President of Finance and Administration

[SIGNATURE PAGE TO TRADEMARK RELEASE]

Schedule I

Trademarks and Trademark Applications

I. Trademarks

Registered Owner	<u>Mark</u>	Registration Number
Sterling Entertainment Enterprises, LLC	BASEBALL DAY IN NEW YORK	3437853
Sterling Entertainment Enterprises, LLC	BASEBALL NIGHT IN NEW YORK	3437852
Sterling Entertainment Enterprises, LLC	SNY SPORTSNET NEW YORK	3379388
Sterling Entertainment Enterprises, LLC	SPORTS NY	3247054
Sterling Entertainment Enterprises, LLC	SNY	3308875
Sterling Entertainment Enterprises, LLC	SNY	3308779
Sterling Entertainment Enterprises, LLC	LOUDMOUTHS	3628229

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RECORDED: 01/16/2013