

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
STERLING ENTERTAINMENT ENTERPRISES, LLC		12/28/2012	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	BANK OF AMERICA, N.A.
Street Address:	101 TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES

**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  
 Correspondent Name: ZHENG BAO  
 Address Line 1: 3000 EL CAMINO REAL, 6TH FLOOR

CH \$190.00 3437853

Address Line 2: SHEARMAN & STERLING LLP  
Address Line 4: PALO ALTO, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER:	37051/45
NAME OF SUBMITTER:	ZHENG BAO
Signature:	/ZHENG BAO/
Date:	01/16/2013

Total Attachments: 5  
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TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2012 (as amended from time to time, the "Agreement"), between STERLING ENTERTAINMENT ENTERPRISES, LLC (the "Borrower" or the "Grantor") and BANK OF AMERICA, N.A., as Agent (the "Agent").

Reference is made to the Collateral Agreement dated as of December 28, 2012 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Loan Parties from time to time party thereto and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of December 28, 2012 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement") among the Borrower, the Lenders party thereto from time to time and the Agent). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in conjunction with and in furtherance, and not in limitation of,

the security interests granted to the Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement. The terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Conflicts with the Right of First Refusal Agreement.

Following the occurrence and during the continuance of an Event of Default, in the event that any of the provisions of this Agreement shall conflict with any of the provisions of the Right of First Refusal Agreement with respect to a matter specifically covered by the Right of First Refusal Agreement, the provisions of the Right of First Refusal Agreement shall prevail.

SECTION 5. Termination or Release. (a) This Agreement, the Security Interest and all other security interests granted hereby shall terminate when all the Loan Document Obligations (other than Remaining Obligations) have been paid in full in cash.

(b) Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Trademark Collateral shall be automatically released, in each case upon the consummation of any transaction permitted by the Credit Agreement as a result of which Grantor ceases to be a Subsidiary pursuant to the terms of the Credit Agreement.

(c) Upon any sale or other transfer by any Grantor of any Trademark Collateral that is permitted under the Credit Agreement to any Person (other than a sale or other transfer to an Affiliate of a Grantor), or upon the effectiveness of any written consent pursuant to Section 9.02 of the Credit Agreement to the release of the security interest granted hereby in any Trademark Collateral, the security interest in such Trademark Collateral shall be automatically released.

(d) In connection with any termination or release pursuant to this Section, the Agent shall execute and deliver to Grantor, at Grantor's expense, all documents that Grantor shall reasonably request to evidence such release or termination. Any execution and delivery of documents pursuant to this Section shall be without recourse to or warranty by the Agent.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STERLING ENTERTAINMENT  
ENTERPRISES, LLC,

By:

A handwritten signature in cursive script, appearing to read "Steve Hunt", is written over a horizontal line.

Name:

Title:

[Signature Page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004944 FRAME: 0324**

BANK OF AMERICA, N.A., as Agent, by

By:



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Name: Kevin L. Ahart

Title: Vice President

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Sterling Entertainment Enterprises, LLC	BASEBALL DAY IN NEW YORK	3,437,853
Sterling Entertainment Enterprises, LLC	BASEBALL NIGHT IN NEW YORK	3,437,852
Sterling Entertainment Enterprises, LLC	SNY SPORTSNET NEW YORK	3,379,388
Sterling Entertainment Enterprises, LLC	SPORTS NY	3,247,054
Sterling Entertainment Enterprises, LLC	SNY	3,308,875
Sterling Entertainment Enterprises, LLC	SNY	3,308,779
Sterling Entertainment Enterprises, LLC	LOUDMOUTHS	3,628,229

II. Trademark Applications

None.

III. Trademark Licenses

None.