

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
Sportime, LLC		01/31/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bayside Finance LLC, as Agent
Street Address:	600 Fifth Avenue, 24th Floor
Internal Address:	c/o Capital Finance Inc.
City:	New York
State/Country:	NEW YORK
Postal Code:	10020
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1737386	CHIME TIME
Registration Number:	1741976	ABILITATIONS
Registration Number:	1836922	CATCH BALL
Registration Number:	2986067	CELL-U-LAR RUBBER TECHNOLOGY
Registration Number:	2793125	INTEGRATIONS
Registration Number:	1766015	PHYSIO-ROLL
Registration Number:	3548583	RAGBALL
Registration Number:	1955231	SPORDAS
Registration Number:	1665914	SPORTIME
Registration Number:	1085148	SPORTIME
Registration Number:	2498193	SPORTIME
Registration Number:	3205537	THE SPEECH BIN
Registration Number:	1542482	B THE SPEECH BIN

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Registration Number:	3126350	SPORTIME FITNESS & SPORT
Serial Number:	85663797	VB-TRAINER

**CORRESPONDENCE DATA**

Fax Number: 2128721002  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 2128362264  
Email: pgunn@akingump.com  
Correspondent Name: Patricia Gunn, c/o Akin Gump  
Address Line 1: One Bryant Park  
Address Line 4: New York, NEW YORK 10036-6745

ATTORNEY DOCKET NUMBER:	687732.0004
NAME OF SUBMITTER:	Patricia Gunn
Signature:	/s/ Patricia Gunn
Date:	02/08/2013

Total Attachments: 5  
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## GRANT OF TRADEMARK SECURITY INTEREST

**WHEREAS, SPORTIME, LLC**, a Delaware limited liability company (**“Grantor”**), owns, and may in the future adopt and use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, Grantor has entered into a Senior Secured Super Priority Debtor-in-Possession Credit Agreement, dated as of January 31, 2013 (as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the **“Credit Agreement”** with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **“Lenders”**) and Bayside Finance LLC, as Agent for Lenders (in such capacity, **“Agent”**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to make post-petition loans and advances and provide other financial accommodations to the Borrowers thereunder; and

**WHEREAS**, pursuant to the terms of a Security and Pledge Agreement, dated as of January 31, 2013 (as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, the **“Security and Pledge Agreement”**), among Grantor, Agent and the other grantors named therein, Grantor has created in favor of Agent, for the benefit of Secured Parties, a security interest in, and Agent has become a secured creditor with respect to, the Trademark Collateral. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Security and Pledge Agreement;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, to evidence further the security interest granted by Grantor to Agent pursuant to the Security and Pledge Agreement, Grantor hereby grants to Agent, for the benefit of Secured Parties, a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **“Trademark Collateral”**):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **“Trademarks”**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (including the right to sue in the name of Grantor or in the name of Agent or Lenders for past, present and future infringements)(but in no event any of the obligations) in and to the

Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

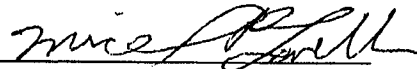
(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto.

**SPORTIME, LLC**

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT (Bayside)**  
**Sportime, LLC**  
**United States**

<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>
CHIME TIME	1737386	74/265,816	01-Dec-1992	15-Apr-1992
ABILITATIONS	1741976	74/265,815	22-Dec-1992	15-Apr-1992
CATCH BALL and Design	1836922	74/278,480	17-May-1994	26-May-1992
CELL-U-LAR RUBBER TECHNOLOGY (Stylized)	2986067	78/134,349	16-Aug-2005	10-Jun-2002
INTEGRATIONS	2793125	78/154,693	09-Dec-2003	15-Aug-2002
PHYSIO-ROLL and Design	1766015	74/306,216	20-Apr-1993	21-Aug-1992
RAG BALL & Design	3548583	76/338,171	23-Dec-2008	15-Nov-2001
SPORDAS (STYLIZED)	1955231	74/285,191	06-Feb-1996	16-Jun-1992
SPORTIME	1665914	74/100,635	26-Nov-1991	26-Sep-1990
SPORTIME	1085148	73/120,398	07-Feb-1978	25-Mar-1977
SPORTIME and Design	2498193	76/130,890	16-Oct-2001	19-Sep-2000
THE SPEECH BIN	3205537	78/801,406	06-Feb-2007	27-Jan-2006
B THE SPEECH BIN & Design	1542482		06-Jun-1989	
SPORTIME FITNESS & SPORT and Design	3126350		08-Aug-2006	
VB-TRAINER		85/663,797		28-Jun-2012

**SCHEDULE A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT (Bayside)**  
**Sportime, LLC**  
**Canada**

<b>Mark</b>	<b>Reg. No.</b>	<b>App. No.</b>	<b>Reg. Date</b>	<b>Filing Date</b>
ABILITATIONS	TMA747940	1331474	17-Sep-2009	16-Jan-2007
INTEGRATIONS	TMA636598	1167511	01-Apr-2005	14-Feb-2003
SPORTIME	TMA365972		23-Feb-1990	
SPORTIME	TMA565487	1044355	02-Aug-2002	16-Apr-1998
VB-TRAINER		1609766		14-Jan-2013

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