

## 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
The Tennis Channel, Inc.		05/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Obsidian Agency Services, Inc., as Collateral Agent		
Street Address:	2951 28th Street, Suite 1000		
Internal Address:	c/o Tennenbaum Capital Partners, LLC		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90405		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 26			
Property Type	Number	Word Mark	
Registration Number:	3239793	NO STRINGS	
Registration Number:	3239794	TENNIS INSIDERS	
Registration Number:	3170368	T TENNIS CHANNEL	
Registration Number:	3167084	T TENNIS CHANNEL	
Registration Number:	3239673	CENTER COURT	
Registration Number:	3414655	CHARITY JAM	
Registration Number:	3244656	DESTINATION TENNIS	
Registration Number:	3239684	GLAM SLAM	
Registration Number:	3239792	MATCH MAKERS	
Registration Number:	3250119	T TENNIS CHANNEL	
Registration Number:	3725557	BEST OF 5	
Registration Number:	4094772	1 MINUTE CLINIC	
Registration Number:	3864179	COURT REPORT	

Registration Number:	3722355	WHAT MATTERS MOST
Registration Number:	3851020	PLAYERS LOUNGE
Registration Number:	3854549	CLASH ON CLAY
Registration Number:	3791398	MAJOR FLAVOR
Registration Number:	3905454	TENNISOGRAPHY
Registration Number:	3962736	COMMUNITY SURFACE
Registration Number:	3924152	COURT CALLS
Registration Number:	3864178	BAG CHECK
Registration Number:	3906789	RACQUET BRACKET
Registration Number:	4165341	T-LINE
Registration Number:	4178669	A SHOT AT GREATNESS
Serial Number:	85850878	TOUR GUIDE
Serial Number:	85864292	CENTER COURT

#### CORRESPONDENCE DATA

Fax Number: 2129692900

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 2129693000

Email: trademark@proskauer.com

Correspondent Name: Proskauer Rose LLP

Address Line 1: 11 Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	74326-003
NAME OF SUBMITTER:	Jenifer deWolf Paine
Signature:	/Jenifer deWolf Paine/
Date:	05/30/2013

#### Total Attachments: 5

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, the “*Trademark Security Agreement*”), dated as of May 29, 2013, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Obsidian Agency Services, Inc., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

Reference is made to the Credit Agreement, dated as of May 29, 2013 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), by and among The Tennis Channel, Inc., The Tennis Channel Holdings, Inc., the Lenders (as defined therein) and Obsidian Agency Services, Inc., as the Administrative Agent and as Collateral Agent for the Lenders. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

Whereas, as a condition precedent to the Lenders’ extension of such credit, each Grantor has executed and delivered that certain Guarantee and Collateral Agreement, dated as of May 29, 2013, made by the Grantors to the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”).

Whereas, under the terms of the Guarantee and Collateral Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Terms. Terms defined in the Credit Agreement and Guarantee and Collateral Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement and Guarantee and Collateral Agreement.

SECTION 2. Grant of Security. Each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties a continuing security interest in all of the Grantor’s right, title and interest in, to and under the Trademarks and the Trademark Licenses, including the registered Trademarks and Trademark applications set forth on Schedule A attached hereto.

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks and the Trademark Licenses by each Grantor under this Trademark Security Agreement is made to secure the payment and performance in full of the Secured Obligations.

SECTION 4. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 5. Binding Effect; Several Agreement. This Trademark Security Agreement shall become effective when it shall have been executed by each Grantor and the Collateral Agent and when the Collateral Agent shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective permitted successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly permitted by the Credit Agreement. This Trademark Security Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 6. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 5. Delivery of an executed signature page to this Trademark Security Agreement by facsimile transmission or other electronic means shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 7. Guarantee and Collateral Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Guarantee and Collateral Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 8. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.

SECTION 9. Termination. This Trademark Security Agreement shall terminate automatically upon the payment in full in cash of the Secured Obligations (other than contingent indemnity claims not yet asserted).

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

The Tennis Channel, Inc. Grantor

By: 

Name: William S. Simon

Title: Chief Financial Officer, Treasurer  
and Secretary

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 005038 FRAME: 0086

Obsidian Agency Services, Inc., as  
Collateral Agent and Grantee

By: \_\_\_\_\_  
Name: HOWARD LEVKOWITZ  
Title: PRESIDENT

[Signature Page to Trademark Security Agreement]

SCHEDULE A

**TRADEMARKS**

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
NO STRINGS	5/8/2007	3,239,793
TENNIS INSIDERS	5/8/2007	3,239,794
T TENNIS CHANNEL AND (HORIZONTAL) DESIGN	11/14/2006	3170368
T TENNIS CHANNEL AND (VERTICAL) DESIGN	11/7/2006	3167084
CENTER COURT	5/8/2007	3,239,673
CHARITY JAM	4/22/2008	3,414,655
DESTINATION TENNIS	5/22/2007	3,244,656
GLAM SLAM	5/8/2007	3,239,684
MATCH MAKERS	5/8/2007	3,239,792
T TENNIS CHANNEL & DESIGN (VERTICAL DESIGN)	6/12/2007	3,250,119
BEST OF FIVE	12/15/2009	3,725,557
1 MINUTE CLINICS	1/31/2012	4,094,772
COURT REPORT	10/19/2010	3,864,179
WHAT MATTERS MOST	12/8/2009	3,722,355
THE PLAYERS LOUNGE	9/21/2010	3,851,020
CLASH ON CLAY	9/28/2010	3,854,549
MAJOR FLAVOR	5/18/2010	3,791,398
TENNISOGRAPHY	1/11/2011	3,905,454
COMMUNITY SURFACE	5/17/2011	3,962,736
COURT CALLS	2/22/2011	3,924,152
BAG CHECK	10/19/2010	3,864,178
RACQUET BRACKET AND DESIGN	1/18/2011	3,906,789
T-LINE	6/26/2012	4,165,341
A SHOT AT GREATNESS	7/24/2012	4,178,669

**TRADEMARK APPLICATIONS**

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
TOUR GUIDE	2/15/2013	85850878
CENTER COURT	3/1/2013	85864292