

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ABG Tapout LLC		06/28/2013	LIMITED LIABILITY COMPANY: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KeyBank National Association
<b>Street Address:</b>	127 Public Square
<b>City:</b>	Cleveland
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44114
<b>Entity Type:</b>	National Association: UNITED STATES

<b>PROPERTY NUMBERS Total: 26</b>		
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>
Registration Number:	4347032	TAPOUT
Registration Number:	4097426	HITMAN
Registration Number:	4093989	HITMAN FIGHT GEAR
Registration Number:	3947715	MASK
Registration Number:	3508715	TAP OUT CREW
Registration Number:	2346533	TAPOUT
Registration Number:	3930056	TAPOUT
Registration Number:	3469559	TAPOUT
Registration Number:	3621015	TAPOUT
Registration Number:	3614036	TAPOUT
Registration Number:	3697185	TAPOUT
Registration Number:	3707049	TAPOUT
Registration Number:	3274753	TAPOUT
Registration Number:	4026444	TAPOUT

**TRADEMARK**

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Registration Number:	3848359	TAPOUT
Registration Number:	3848358	TAPOUT
Registration Number:	3655857	TAPOUT
Registration Number:	3655858	TAPOUT
Registration Number:	3848390	TAPOUT
Registration Number:	3848391	TAPOUT
Registration Number:	3470358	TAPOUT H2O
Registration Number:	3839338	TAPOUT MPS
Registration Number:	4040641	TAPOUT VINTAGE
Registration Number:	4040640	TAPOUT TAPOUT VTC VIRTUAL TRAINING CENTE
Registration Number:	4187032	TO
Registration Number:	4077607	TO

**CORRESPONDENCE DATA**

Fax Number: 8322393600  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
Phone: 832-239-3828  
Email: aliou@JonesDay.com, pcyngier@jonesday.com  
Correspondent Name: H. Albert Liou  
Address Line 1: 717 Texas Avenue, Suite 3300  
Address Line 2: JONES DAY  
Address Line 4: Houston, TEXAS 77002

ATTORNEY DOCKET NUMBER:	601755-185043-TAPOUT
NAME OF SUBMITTER:	H. Albert Liou
Signature:	/H. Albert Liou/
Date:	07/25/2013

Total Attachments: 5  
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of June 28, 2013 (this "Agreement"), between ABG Tapout LLC, a Delaware limited liability company (together with its successors and assigns, the "Assignor"), and KeyBank National Association, as administrative agent (together with its successors and assigns in such capacity, the "Administrative Agent"), for the benefit of the Secured Creditors (as defined in the Security Agreement referred to below):

### RECITALS:

The Assignor is a party to a Pledge and Security Agreement, dated as of June 28, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Assignor, the other grantors named therein and the Administrative Agent, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in substantially all of its assets, whether now owned or existing or hereafter acquired or arising.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby covenants and agrees with the Administrative Agent and the other Secured Creditors as follows:

Section 1. Defined Terms. Terms used herein without definition shall have the respective meanings ascribed thereto in the Security Agreement.

Section 2. Assignment and Grant of Security Interest. As security for the prompt and complete payment and performance when due of all of the Secured Obligations, the Assignor hereby grants to the Administrative Agent, for the benefit of the Secured Creditors, a security interest in all right, title and interest of the Assignor in and to the following, whether now existing or hereafter acquired (collectively, the "Trademark Collateral"):

- (i) any U.S. trademark, trade name, corporate name, business name, domain name, trade style, trade dress, service mark, logo, source identifier, business identifier, or design of like nature now held or hereafter acquired by the Assignor, any registration or recording of the foregoing or any thereof, and any application in connection therewith, including, without limitation, any such registration, recording, or application in the United States Patent and Trademark Office or in any similar office or agency of the United States, or any State thereof (including, without limitation, those listed on Schedule A to this Agreement);
- (ii) all extensions and renewals of any of the foregoing;
- (iii) all rights to sue for past, present or future infringements of any of the foregoing;
- (iv) all good will of the business of the Assignor connected with and symbolized by any of the foregoing; and
- (v) all Proceeds of any and all of the foregoing.

Notwithstanding anything in this Section 2 to the contrary, the term Trademark Collateral shall not include any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a

“Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Section 3. Reference to Separate Security Agreement. This Agreement has been entered into by the Assignor and the Administrative Agent primarily for recording purposes as contemplated by the Security Agreement. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of the Security Agreement, the terms and provisions of the Security Agreement shall govern.

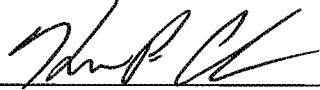
Section 4. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, including via facsimile transmission or other electronic transmission capable of authentication, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same agreement.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG TAPOUT LLC

By: \_\_\_\_\_

Name: Kevin Clarke  
Title: Secretary, CFO & COO of ABG Intermediate Holdings 2 LLC, sole member of ABG Tapout LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ABG TAPOUT LLC

By: \_\_\_\_\_  
Name: Kevin Clarke  
Title: Secretary, CFO & COO of ABG  
Intermediate Holdings 2 LLC,  
sole member of ABG Tapout  
LLC

Accepted and acknowledged by:

KEYBANK NATIONAL ASSOCIATION,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Ari Deutchman  
Title: Vice President

Trademark	Application No.	Application Date	Registration No.	Registration Date
TAPOUT	77866895	6-Nov-09	4347032	4-Jun-13
HITMAN	76654153	27-Jan-06	4097426	14-Feb-12
HITMAN FIGHT GEAR	77273671	6-Sep-07	4093989	31-Jan-12
MASK	85111825	19-Aug-10	3947715	19-Apr-11
TAP OUT CREW	78879886	9-May-06	3508715	30-Sep-08
TAPOUT	75525080	24-Jul-98	2346533	2-May-00
TAPOUT	78839428	16-Mar-06	3930056	8-Mar-11
TAPOUT	78839459	16-Mar-06	3469559	15-Jul-08
TAPOUT	78839795	17-Mar-06	3621015	12-May-09
TAPOUT	78981022	17-Mar-06	3614036	28-Apr-09
TAPOUT	78839819	17-Mar-06	3697185	13-Oct-09
TAPOUT	78839841	17-Mar-06	3707049	3-Nov-09
TAPOUT	78839857	17-Mar-06	3274753	7-Aug-07
TAPOUT	77486575	29-May-08	4026444	13-Sep-11
TAPOUT	77575680	22-Sep-08	3848359	14-Sep-10
TAPOUT	77575674	22-Sep-08	3848358	14-Sep-10
TAPOUT	77609164	6-Nov-08	3655857	14-Jul-09
TAPOUT	77609172	6-Nov-08	3655858	14-Jul-09
TAPOUT	77611794	11-Nov-08	3848390	14-Sep-10
TAPOUT	77611796	11-Nov-08	3848391	14-Sep-10
TAPOUT H2O	77171891	3-May-07	3470358	22-Jul-08
TAPOUT MPS	77979944	15-Oct-09	3839338	24-Aug-10
TAPOUT VINTAGE	85115727	25-Aug-10	4040641	18-Oct-11
TAPOUT TAPOUT VTC VIRTUAL TRAINING CENTER	85115698	25-Aug-10	4040640	18-Oct-11
TO	77545155	12-Aug-08	4187032	7-Aug-12
TO	77982662	12-Aug-08	4077607	27-Dec-11