

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
Pacific Shoreline Marathon, LLC		08/15/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	U.S. Bank National Association, as Administrative Agent		
Street Address:	800 Nicollet Mall		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3487725	SURF CITY, HERE WE RUN!	
Registration Number:	3443242	CALIFORNIA'S CLASSIC OCEANFRONT MARATHON	
CORRESPONDENCE DATA			
Fax Number:	6123408856		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	612-492-6842		
Email:	cadwell.jeffrey@dorsey.com		
Correspondent Name:	Jeffrey R. Cadwell		
Address Line 1:	Dorsey & Whitney LLP 50 South 6th St		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	M240094		
NAME OF SUBMITTER:	Jeffrey R. Cadwell		

Signature:	/Jeffrey R. Cadwell/
Date:	08/20/2013
Total Attachments: 4 source=Confirmatory Grant of Security Interest in Trademarks Surf City (executed)-v1#page1.tif source=Confirmatory Grant of Security Interest in Trademarks Surf City (executed)-v1#page2.tif source=Confirmatory Grant of Security Interest in Trademarks Surf City (executed)-v1#page3.tif source=Confirmatory Grant of Security Interest in Trademarks Surf City (executed)-v1#page4.tif	

Confirmatory Grant of Security Interest in Trademarks

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this "Confirmatory Grant") is made effective as of August 15, 2013, by and from Pacific Shoreline Marathon, LLC, a Delaware limited liability company (the "Grantor"), to and in favor of U.S. BANK NATIONAL ASSOCIATION, a national banking association (the "Secured Party") for itself and as administrative agent for the Lenders (as defined in the Credit Agreement referenced below).

WHEREAS, BP2 GROUP, LLC ("Borrower"), the Secured Party, and the Lenders have entered into a Credit Agreement dated concurrently herewith (as amended, supplemented, extended, restated or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders have agreed, among other things, to extend to the Borrower certain credit accommodations;

WHEREAS, the Grantor, the Secured Party and the other parties thereto have entered into a Guaranty dated concurrently herewith (as amended, supplemented, extended, restated, or otherwise modified from time to time, the "Guaranty") pursuant to which the Grantor has agreed, among other things, to guarantee the obligations of the Borrower under the Credit Agreement, as more fully described therein.

WHEREAS, the Grantor has granted security interests to the Secured Party under the Pledge and Security Agreement and Irrevocable Proxy of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, the Grantor owns the trademarks (the "Trademarks") listed on Exhibit A, which are registered or applied for with the United States Patent and Trademark Office; and

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Secured Party with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. If any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Guaranty. Upon the payment in full of all Obligations (other than contingent indemnification obligations), the Secured Party shall promptly, upon such

satisfaction, execute, acknowledge, and deliver to the Grantor (at the Grantor's expense) all reasonably requested instruments releasing the security interest in the Trademarks acquired under this Confirmatory Grant.

(b) The Grantor hereby grants to the Secured Party a security interest in all of the Trademarks set forth in Exhibit A now owned or from time to time after the date hereof owned or acquired by the Grantor;


(c) Notwithstanding the immediately preceding Section 2(b), this Confirmatory Grant will not relate to or affect Grantor's trademark applications based on intent-to-use the mark—which are identified and marked with an asterisk in Exhibit A—until after such time as a verified amendment to allege use or statement of use is filed and accepted by the U.S. Patent and Trademark Office for such trademark applications and the marks are actually used in commerce.

(d) Unless and until an Event of Default occurs and is continuing, the Grantor shall retain the legal and equitable title to the Trademarks, and shall have the right to use and register the Trademarks in the ordinary course of the business of the Grantor.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant of Security Interest effective as of the date first written above.

PACIFIC SHORELINE MARATHON, LLC

By: 
Name: Brian Pendleton
Title: Chief Executive Officer

Confirmatory Grant of Security Interest in Trademarks

TRADEMARK
REEL: 005094 FRAME: 0519

**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

Exhibit A - SCHEDULE OF TRADEMARKS

Mark	App. No. / App. Date	Reg. No. / Reg. Date
CALIFORNIA'S PERFECT 10	85/881,244* 20-MAR-2013	N/A N/A
SURF CITY, HERE WE RUN!	77/320,218 02-NOV-2007	3,487,725 19-AUG-2008
CALIFORNIA'S CLASSIC OCEANFRONT MARATHON	77/317,863 31-OCT-2007	3,443,242 03-JUN-2008