

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

  
**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Primesport, Inc.		12/23/2013	CORPORATION:
North America Sports Media, Inc.		12/23/2013	CORPORATION:
Gotickets, Inc.		12/23/2013	CORPORATION:

  
**RECEIVING PARTY DATA**

<b>Name:</b>	Prospect Capital Corporation
<b>Street Address:</b>	10 East 40th Street, 44th Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10016
<b>Entity Type:</b>	CORPORATION: MARYLAND

  
**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3152983	PRIMESPORT INTERNATIONAL
Registration Number:	3179657	PRIMESPORT INTERNATIONAL
Registration Number:	3313709	PRIMESPORT
Registration Number:	2580646	GOTICKETS.COM
Registration Number:	2749325	DODDS ATHLETIC TOURS
Registration Number:	2801730	DODDSON TRAVEL
Registration Number:	2977483	ENCORE TICKETS
Registration Number:	3006222	ENCORETICKETS.COM

  
**CORRESPONDENCE DATA**

Fax Number:

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

Email: dcassinelli@proskauer.com

CH \$215.00 3152983

Correspondent Name: Diane Cassinelli  
Address Line 1: c/o Proskauer Rose LLP  
Address Line 2: One International Place  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 59297/028

NAME OF SUBMITTER: Diane Cassinelli

Signature: /Diane Cassinelli/

Date: 12/23/2013

**Total Attachments: 6**

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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 23<sup>rd</sup> day of December, 2013, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **PROSPECT CAPITAL CORPORATION**, a Maryland corporation (“Prospect”), in its capacities as administrative agent and collateral agent for the Lenders (in such capacities, together with its successors and permitted assigns in such capacities, “Agent”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement, dated as of September 30, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Loan Agreement”), among Primesport, Inc., a Georgia corporation (the “Borrower”), PrimeSport Holdings Inc., a Delaware corporation (“Holdings”), the Subsidiaries of Borrower that are Guarantors or become Guarantors thereunder pursuant to Section 8.10 thereof (together with the Borrower and Holdings, each a “Loan Party” and collectively, the “Loan Parties”), Prospect, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “Administrative Agent”), and Prospect, as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, the “Collateral Agent”), the Lenders have agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, that certain Guaranty and Security Agreement, dated as of December 23, 2013 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Loan Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

2. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

3. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver

an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

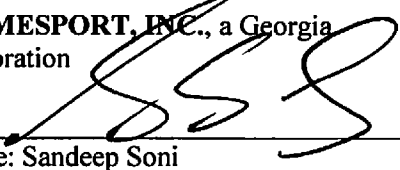
6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**

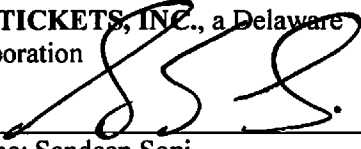
**PRIMESPORT, INC.**, a Georgia corporation

By:   
Name: Sandeep Soni  
Title: President

**NORTH AMERICA SPORTS MEDIA, INC.**, a Delaware corporation

By:   
Name: Sandeep Soni  
Title: President

**GOTICKETS, INC.**, a Delaware corporation

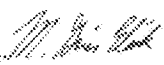
By:   
Name: Sandeep Soni  
Title: President

[Trademark Security Agreement]

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**PROSPECT CAPITAL CORPORATION, a**  
Maryland corporation

By:   
\_\_\_\_\_  
Name: M. Grier Eliasek  
Title: President

[Trademark Security Agreement]

## Schedule I

### Trademarks and Trademark Intellectual Property Licenses

#### Registered/Pending Intellectual Property

<b>Trademark</b>	<b>Registered Owner</b>	<b>Registration Number</b>	<b>Registration Date</b>
PRIMESPORT INTERNATIONAL (Standard Mark)	Soni Consulting Group, Inc. <sup>1</sup>	3152983	October 10, 2006
PRIMESPORT INTERNATIONAL (Design)	Soni Consulting Group, Inc. <sup>2</sup>	3179657	December 5, 2006
PRIMESPORT	Soni Consulting Group, Inc. <sup>3</sup>	3313709	October 16, 2007
GOTICKETS.COM	Gotickets, Inc.	2580646	June 18, 2002
DODDS ATHLETIC TOURS	North America Sports Media, Inc.	2749325	August 12, 2003
DODDSON TRAVEL	North America Sports Media, Inc.	2801730	January 6, 2004
ENCORE TICKETS	Soni Consulting Group, Inc. <sup>4</sup>	2977483	July 26, 2005
ENCORETICKETS.COM	Soni Consulting Group, Inc. <sup>5</sup>	3006222	October 11, 2005

#### Intellectual Property Licenses

- API License Agreement, dated January 27, 2010, between Flash Seats Vertical Alliance, LLC (dba Veritix) and Primesport, Inc. This license is non-exclusive.
- Software License Agreement, dated August 20, 2008, between Primesport, Inc. and InfoTree Corporation. This license is non-exclusive.
- Agreement, dated June 1, 2009, between North America Sports Media, Inc. and International Speedway Corporation. This license is exclusive during the term.
- Master Services Agreement, dated April 22, 2011, between Sienna, Inc. and Primesport, Inc. This license is exclusive.
- Software License Agreement, dated July 1, 2012, between Seating Dynamics, Inc. and Primesport, Inc. This license is non-exclusive.
- eiBox Office Software License & Service Agreement, dated May 29, 2012, between Primesport, Inc. and EventInventory.com, Inc. This license is non-exclusive.

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<sup>1</sup> On the Closing Date, an assignment will be filed with the USPTO assigning this trademark to Primesport, Inc.

<sup>2</sup> On the Closing Date, an assignment will be filed with the USPTO assigning this trademark to Primesport, Inc.

<sup>3</sup> On the Closing Date, an assignment will be filed with the USPTO assigning this trademark to Primesport, Inc.

<sup>4</sup> On the Closing Date, an assignment will be filed with the USPTO assigning this trademark to Primesport, Inc.

<sup>5</sup> On the Closing Date, an assignment will be filed with the USPTO assigning this trademark to Primesport, Inc.