

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
Major League Soccer, L.L.C.		02/25/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	BMO Harris Bank, N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85968390	FUTBOL FIESTA
Serial Number:	85804378	RSL
Serial Number:	85805658	BRIMSTONE CUP
Serial Number:	85820954	SUPERCLASICO
Registration Number:	3894553	NORDECKE
Serial Number:	85643658	DARE TO BE MASSIVE
Serial Number:	85805730	TEXAS DERBY
Serial Number:	85805737	TRILLIUM CUP
Serial Number:	85813669	SUENO MLS
Serial Number:	85817801	CALIFORNIA CLASICO
Serial Number:	85820415	PIONEER CUP
Serial Number:	85821387	ATLANTIC CUP

CORRESPONDENCE DATA

Fax Number: 3129021061

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

Phone: 312.577.8034

Email: oscar.ruiz@kattenlaw.com

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman

Address Line 1: 525 West Monroe Street

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	382255-14
NAME OF SUBMITTER:	Oscar Ruiz
Signature:	/Oscar Ruiz/
Date:	02/26/2014

Total Attachments: 7

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS, AND COPYRIGHTS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS, AND COPYRIGHTS (the “*Confirmatory Grant*”) is dated as of February 25, 2014, by and from **MAJOR LEAGUE SOCCER, L.L.C.**, a Delaware limited liability company (the “*Grantor*”), whose principal address is 420 Fifth Avenue, New York, New York 10018, to and in favor of **BMO HARRIS BANK, N.A.**, whose principal address is 111 West Monroe Street, Chicago, Illinois 60603 (the “*Grantee*”) in connection with that certain Amended and Restated Credit Agreement dated as of the date hereof by and among the Grantor, Soccer United Marketing, LLC, a Delaware limited liability company (each a “*Borrower*” and, collectively, the “*Borrowers*”) and Grantee, as the bank, as amended, restated, supplemented, otherwise modified or refinanced from time to time (the “*Credit Agreement*”).

WHEREAS, each of the Borrowers (including the Grantor), as debtors, and Grantee, as secured party, have entered into an Amended and Restated General Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), which amends and restates that certain Security Agreement dated as of January 27, 2012 (the “*Original Security Agreement*”), pursuant to which the Grantor has granted Grantee a security interest in substantially all of Grantor’s personal property and assets;

WHEREAS, the Grantor is the owner of the patents listed on Exhibit A-1 attached hereto (the “*Patents*”), the trademarks listed on Exhibit A-2 attached hereto and the goodwill of the business in connection therewith (the “*Trademarks*”), and the copyrights listed on Exhibit A-3 attached hereto (the “*Copyrights*”); which Patents are issued or pending with the United States Patent and Trademark Office; which Trademarks are registered or pending registration with the United States Patent and Trademark Office; and which Copyrights are registered or pending with the United States Copyright Office; and

WHEREAS, this Confirmatory Grant is being entered into in conjunction with the security interest granted to Grantee under the Original Security Agreement, as amended and restated pursuant to the Security Agreement.

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 Security Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt performance and payment of all the Secured Obligations (as defined in the Security Agreement). Upon the payment in full in cash of all Secured Obligations (other than contingent indemnification and reimbursement obligations absent the assertion of a claim) and the expiration or other termination of the Commitments under the Credit Agreement, Grantee shall promptly execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents, Trademarks, and Copyrights granted under this Confirmatory Grant.

(b) The Grantor hereby grants to Grantee a security interest in (1) all of the Grantor's right, title and interest in and to the Patents, Trademarks, and Copyrights, now owned or from time to time after the date hereof owned or acquired by the Grantor, together with (2) all proceeds and products of the Patents, Trademarks, and Copyrights, and (3) all causes of action arising prior to or after the date hereof for infringement of any of the Patents, Trademarks, or Copyrights, or unfair competition regarding the same.

(c) Grantor shall promptly notify the Grantee in writing of any additional patents, trademarks or copyrights acquired by Grantor after the date hereof that are material to the business of Grantor, and shall, upon the request of Grantor, submit to Grantee a supplement to Exhibit A-1, A-2 or A-3, as applicable, to reflect such additional patents, trademarks or copyrights (provided that any failure to do so shall not impair the Grantee's security interest therein).

(d) The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provision of this Confirmatory Grant is deemed to conflict with any provision of the Security Agreement, the provision of the Security Agreement shall govern and control.

3) Governing Law. Except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of particular collateral are governed by the laws of a jurisdiction other than the State of New York, this Confirmatory Grant and the rights and obligations of the parties hereto shall be construed in accordance with and governed by the laws of the State of New York, but excluding all other choice of law and conflicts of laws rules.

(Signature Pages Follow)

(Signature Page to Confirmatory Grant of Security Interest in Patents, Trademarks, and Copyrights)

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the above-indicated date.

GRANTOR:

MAJOR LEAGUE SOCCER, L.L.C., a
Delaware limited liability company

By: 

Name: Sean Prendergast

Title: Chief Financial Officer

**CONFIRMATORY GRANT OF SECURITY INTEREST
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EXHIBIT A-1

SCHEDULE OF PATENTS

NONE.

Exhibit A-1

**TRADEMARK
REEL: 005224 FRAME: 0014**

**CONFIRMATORY GRANT OF SECURITY INTEREST
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EXHIBIT A-2

SCHEDULE OF TRADEMARKS

Mark	Application Number	Application Date	Registration Number	Registration Date
FUTBOL FIESTA	85968390	06/24/2013	N/A	N/A
CITY FC ¹	85706162	08/17/2012	N/A	N/A
NEW YORK CITY FC ²	85803527	12/14/2012	N/A	N/A
RSL	85804378	12/17/2012	N/A	N/A
BRIMSTONE CUP	85805658	12/18/2012	N/A	N/A
SUPERCLASICO	85820954	01/11/2013	N/A	N/A
THE CREWZERS ³	85518770	01/18/2012	N/A	N/A
PTFC ⁴	85618621	05/07/2012	N/A	N/A
NORDECKE	77681997	03/03/2009	3894553	12/21/2010
DARE TO BE MASSIVE	85643658	06/05/2012	4386481	08/20/2013
TEXAS DERBY	85805730	12/18/2012	4446529	12/10/2013
TRILLIUM CUP	85805737	12/18/2012	4446530	12/10/2013
SUENO MLS	85813669	01/02/2013	44465555	12/10/2013
CALIFORNIA CLASICO	85817801	01/08/2013	4446565	12/10/2013
PIONEER CUP	85820415	01/10/2013	4446575	12/10/2013
ATLANTIC CUP	85821387	01/11/2013	4446580	12/10/2013

¹ Application is Intent to Use.

² Application is Intent to Use.

³ Application is Intent to Use.

⁴ Application is Intent to Use.

Mark	Application Number	Application Date	Registration Number	Registration Date

Exhibit A-2

**CONFIRMATORY GRANT OF SECURITY INTEREST
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EXHIBIT A-3

SCHEDULE OF COPYRIGHTS

NONE.

Exhibit A-3