

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304203

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trans World International, LLC, as Grantor		05/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent		
<b>Street Address:</b>	383 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10179		
<b>Entity Type:</b>	Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1135901	BATTLE OF THE NETWORK STARS	
<b>Registration Number:</b>	3560551	BEER MONEY	
<b>Registration Number:</b>	3433263	BETTER HALF	
<b>Registration Number:</b>	3710304	BLUSH	
<b>Registration Number:</b>	3685678	COOK YOURSELF THIN	
<b>Registration Number:</b>	2060729	ESCAPE FROM ALCATRAZ	
<b>Registration Number:</b>	3228625	HIP HOP HOLD'EM	
<b>Registration Number:</b>	2998089	I'D DO ANYTHING	
<b>Registration Number:</b>	2815069	RACE TO THE ALTAR	
<b>Serial Number:</b>	85726230	THE ELIMINATOR	
<b>Serial Number:</b>	85726218	ELIMINATOR RACING	
<b>Serial Number:</b>	85726224	ELIMINATOR RACING LEAGUE	
<b>Serial Number:</b>	85726221	ELIMINATOR RACING SERIES	
<b>Registration Number:</b>	1226992	TWI	
<b>Registration Number:</b>	1194870	TWI	
<b>Registration Number:</b>	2484106	WORLD'S STRONGEST MAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			

OP \$415.00 1135901

TRADEMARK

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

**Email:** michael.barys@thomsonreuters.com  
**Correspondent Name:** Ken Tan, Legal Assistant  
**Address Line 1:** c/o Cahill Gordon & Reindel LLP  
**Address Line 2:** 80 Pine Street  
**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Ken Tan
<b>SIGNATURE:</b>	/Michael Barys TR/
<b>DATE SIGNED:</b>	05/12/2014

**Total Attachments: 6**  
source=First Lien Trademark Security Agreement [Trans World International]#page1.tif  
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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of May 6, 2014 (this "Agreement"), among Trans World International, LLC (the "Grantor") and JPMorgan Chase Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the First Lien Credit Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WME IMG Holdings, LLC, a Delaware limited liability company ("Holdings"), WME IMG, LLC, a Delaware limited liability company ("Intermediate Holdings"), William Morris Endeavor Entertainment, LLC ("WME"), a Delaware limited liability company, Iris Merger Sub, Inc., a Delaware corporation ("Iris Merger Sub"), the Lenders party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Intermediate Holdings, WME, Iris Merger Sub, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This 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. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRANS WORLD INTERNATIONAL, LLC


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

Name: John H. Raleigh

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read "John H. Raleigh", is written over a horizontal line. The signature is stylized and cursive.

JPMORGAN CHASE BANK, N.A., as Collateral  
Agent,

By:   
Name: Ann B. Kerns  
Title: Vice President

SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 005278 FRAME: 0033**

Schedule I

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
1.	Trans World International, Inc.	BATTLE OF THE NETWORK STARS	1,135,901
2.	Trans World International, Inc.	BEER MONEY	3,560,551
3.	Trans World International, Inc.	BETTER HALF	3,433,263
4.	Trans World International, Inc.	BLUSH	3,710,304
5.	Trans World International, Inc.	COOK YOURSELF THIN	3,685,678
6.	Trans World International, Inc.	ESCAPE FROM ALCATRAZ	2,060,729
7.	Trans World International, Inc.	HIP HOP HOLD'EM	3,228,625
8.	Trans World International, Inc.	I'D DO ANYTHING	2,998,089
9.	Trans World International, Inc.	RACE TO THE ALTAR	2,815,069
10.	Trans World International, Inc.	THE ELIMINATOR	85,726,230
11.	Trans World International, Inc.	ELIMINATOR RACING	85,726,218
12.	Trans World International, Inc.	ELIMINATOR RACING LEAGUE	85,726,224
13.	Trans World International, Inc.	ELIMINATOR RACING SERIES	85,726,221
14.	Trans World International, Inc.	TWI	1,226,992
15.	Trans World International, Inc.	TWI	1,194,870
16.	Trans World International, Inc.	WORLD'S STRONGEST MAN	2,484,106