

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306283

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ABG Tapout LLC		05/27/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A., as collateral agent
Street Address:	1 Independence Center 101 N. Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
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
Registration Number:	3848359	TAPOUT
Registration Number:	3848358	TAPOUT
Registration Number:	3655857	TAPOUT
Registration Number:	3655858	TAPOUT
Registration Number:	3848390	TAPOUT

TRADEMARK

Property Type	Number	Word Mark
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:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly Thomson Reuters/
DATE SIGNED:	06/02/2014

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of May 27, 2014, is made by ABG TapoutT LLC (the “**Grantor**”) in favor of Bank of America, N.A., as collateral agent (the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, the Grantor is party to that certain Second Lien Security Agreement, dated as of May 27, 2014, among the Grantor, the other grantors party thereto and the Collateral Agent (as amended, restated, amended and restated, modified or supplemented from time to time, the “**Security Agreement**”); and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. 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 the Grantor’s right, title and interest in, to and under the Trademarks, including the trademark and service mark registrations and applications set forth on Schedule A attached hereto (the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to 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 (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO TRADEMARKS).

SECTION 8. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

ABG TAPOUT LLC, Grantor

By:  _____

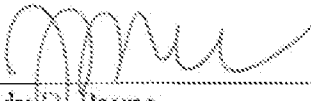
Name: Kevin Clarke

Title: Secretary and Chief Financial Officer

[SIGNATURE PAGE TO SECOND LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005293 FRAME: 0708

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Judy D. Payne
Title: Vice President

SCHEDULE A

Trademark	Serial No.	Filing Date	Reg. No.	Reg. 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

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