

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306937

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
STATS LLC		06/06/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	201 Merritt 7
City:	Norwalk
State/Country:	CONNECTICUT
Postal Code:	06851
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	3655834	GAMEZONE
Registration Number:	3923677	VIRTUALVU
Registration Number:	3831257	FANTASY ADVANTAGE
Registration Number:	2377615	DIAMOND LEGENDS
Registration Number:	2843912	STATS X-INFO
Registration Number:	2799370	X-INFO
Registration Number:	2947642	STATS PASS
Registration Number:	3750781	S
Registration Number:	3753362	S
Registration Number:	3370598	STATS
Registration Number:	3370599	STATS
Registration Number:	3453847	STATS HOSTED SOLUTION
Registration Number:	3453848	STATS HOSTED SOLUTION
Registration Number:	4521046	NFFC 10 YEAR ANNIVERSARY
Registration Number:	4521049	NFBKC
Registration Number:	4521052	NFBC
Registration Number:	4521092	NFFC
Registration Number:	1485550	SPORTSTICKER
Serial Number:	86285063	STATS FANTASY ADVANTAGE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86285075	STATS FANTASY ADVANTAGE
Serial Number:	86041974	NFBC 10 YEAR ANNIVERSARY
Serial Number:	86107136	STATS
Serial Number:	86107158	STATS
Serial Number:	86108287	STATS HOSTED SOLUTION

CORRESPONDENCE DATA

Fax Number: 3129939767
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.
Phone: 312-993-2622
Email: gayle.grocke@lw.com
Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP
Address Line 1: 330 N. Wabash Avenue
Address Line 2: Suite 2800
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	025646-0763
NAME OF SUBMITTER:	Gayle D. Grocke
SIGNATURE:	/gdg/
DATE SIGNED:	06/06/2014

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 6, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 6, 2014 (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office.

Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees 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. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations). Upon the termination of this Trademark Security Agreement, Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including its validity, interpretation, construction, performance and enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest)

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STATS LLC,
as Grantor

By: 

Name: Gary Walrath
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: _____

Name:
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005298 FRAME: 0066

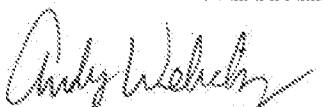
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

STATS LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: 
Name: ANDY WELICKI
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005298 FRAME: 0067

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

Grantor	Registration/ Application No.	Description	Registration/ Application	Jurisdiction	Registration Date
STATS LLC	3655834	GameZone	Registered	USA	7/14/09
STATS LLC	3923677	VirtualVU	Registered	USA	2/22/11
STATS LLC	008.314.081	VirtualVU	Registered	European Community	12/24/09
STATS LLC	3831257	Fantasy Advantage	Registered	USA	8/10/10
STATS LLC	2377615	DIAMOND LEGENDS	Registered	USA	8/15/00
STATS LLC	2843912	STATS X-INFO	Registered	USA	5/18/04
STATS LLC	2799370	X-INFO	Registered	USA	12/23/03
STATS LLC	2947642	STATS PASS	Registered	USA	5/10/05
STATS LLC	3750781	S (w/ design)	Registered	USA	2/16/10
STATS LLC	3753362	S (w/ design)	Registered	USA	2/23/10
STATS LLC	3370598	STATS (w/ design)	Registered	USA	1/15/08
STATS LLC	3370599	STATS (w/ design)	Registered	USA	1/15/08
STATS LLC	3453847	STATS HOSTED SOLUTION	Registered	USA	6/24/08
STATS LLC	3453848	STATS HOSTED SOLUTION and Design	Registered	USA	6/24/08
STATS LLC	4521046	NFFC 10 Year Anniversary Banner Logo	Registered	USA	4/29/14
STATS LLC	4521049	NFBKC Logo	Registered	USA	4/29/14

STATS LLC	4521052	NFBC Logo	Registered	USA	4/29/14
STATS LLC	4521092	NFFC Logo	Registered	USA	4/29/14
STATS LLC	1,485,550	Sportsticker	Registered (PA Sportsticker, Inc., which was acquired by STATS LLC)	USA	4/19/88

TRADEMARK APPLICATIONS

Grantor	Registration/ Application No.	Description	Registration/ Application	Jurisdiction	Application Date
STATS LLC	86/041974	NFBC 10 Year Anniversary Banner Logo	Application	USA	8/19/13
STATS LLC	86/107136	STATS (w/design – color)	Application	USA	10/31/13
STATS LLC	86/107158	STATS (w/design – b/w)	Application	USA	10/31/13
STATS LLC	86/108287	STATS Hosted Solution (w/design)	Application	USA	11/1/13
STATS LLC	86/285,063	Fantasy Advantage (w/design - color)	Application	USA	5/19/14
STATS LLC	86/285,075	Stats Fantasy Advantage (w/design - b/w)	Application	USA	5/19/14

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