

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM308368

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Steve Furgal's International Tennis Tours		06/20/2014	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation, as Agent		
Street Address:	10 East 40th Street, 44th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4375497		
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<i>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.</i>			
Phone:	6175269628		
Email:	cslattery@proskauer.com		
Correspondent Name:	Christine Slattery		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	59297/028		
NAME OF SUBMITTER:	Christine Slattery		
SIGNATURE:	/Christine Slattery/		
DATE SIGNED:	06/23/2014		
Total Attachments: 7			
source=Steves Trademark Security Agreement#page1.tif			
source=Steves Trademark Security Agreement#page2.tif			
source=Steves Trademark Security Agreement#page3.tif			
source=Steves Trademark Security Agreement#page4.tif			

CH \$40.00 4375497

TRADEMARK

source=Steves Trademark Security Agreement#page5.tif

source=Steves Trademark Security Agreement#page6.tif

source=Steves Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 20th day of June, 2014, by and among the Grantor listed on the signature pages hereof (“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 the 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 the Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Grantor has executed and delivered a joinder to that certain Guaranty and Security Agreement dated as of December 23, 2013, (as amended, restated, supplemented, or otherwise modified from time to time, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the 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, 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.** 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 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 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 Grantor 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 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. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of 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.

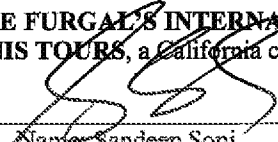
6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS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

GRANTOR:

**STEVE FURGAL'S INTERNATIONAL
TENNIS TOURS**, a California corporation

By:  _____

Name: Sandeep Soni

Title: President

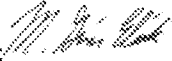
Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 005307 FRAME: 0363**


AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION, a
Maryland corporation

By: 
Name: M. Grier Eliasek
Title: President and Chief Operating
Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Country	Mark	Registration No.	Registration Date
Steve Furgal's International Tennis Tours	United States	 Description of Mark: Color is not claimed as a feature of the mark. The mark consists of an image of the planet earth. Going around the planet is a tennis ball and behind the tennis ball are swoosh lines portraying travel.	4375497	July 30, 2013

Common Law Trademarks

- Steve Furgal's International Tennis Tours
- The following symbol mark reflected by the image below:



Trademark Licenses

1. TourTools Software License Agreement dated August 15, 1998.
2. Use of Name Agreement.
3. Tour Operator Licence Agreement, dated March 10, 2013, by and between TennisAustralia Limited and the Company.
4. Premier Sponsorship Agreement, dated June 30, 2013, by and between the Company and DC, in connection with the BNP Paribas Open for the 2015 through 2018 tournaments to be held at Indian Wells Tennis Garden.

5. Hiring of Boxes for the Mutua Madrid Open Tournament in 2014 Agreement, dated November 6, 2013, by and between Mr. Furgal, on behalf of and in the name of the Company, and Mr. Géerard Tsobanian, acting as President and CEO representing the company on behalf of Madrid Trophy Promotion, S.L. in connection with the Mutua Madrid Open 2014.

6. Agreement, dated October 21, 2013, by and between the Company and Tennis Canada with respect to the Rogers Cup Tennis Championships – Toronto in 2014, 2015 and 2016.

7. Travel Partner Agreement effective June 1, 2012 by and between the Company and the United States Tennis Association Incorporated.

8. Letter Agreement dated November 30, 2012, by and between the Company and Shanghai JUSS Event Management Co. Ltd., in connection with the Shanghai Rolex Masters.

9. Letter Agreement dated June 27, 2012 by and between the Company and International Tennis Hall of Fame.

10. Contract No. 2010 / 572 between the Company and Roland Garros for the French Open.