

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM331858

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primesport, Inc.		02/11/2015	CORPORATION: GEORGIA
North America Sports Media, Inc.		02/11/2015	CORPORATION: DELAWARE
Gotickets, Inc.		02/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Prospect Capital Corporation		
Street Address:	10 East 40th Street, 42nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10016		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3152983	PRIMESPORT INTERNATIONAL	
Registration Number:	3179657	PRIMESPORT INTERNATIONAL	
Registration Number:	3313709	PRIMESPORT	
Registration Number:	2580646	GOTICKETS.COM	
Registration Number:	2977483	ENCORE TICKETS	
Registration Number:	3006222	ENCORETICKETS.COM	
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>			
Email:	dcassinelli@proskauer.com		
Correspondent Name:	Diane Cassinelli		
Address Line 1:	c/o Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	59297/041		
NAME OF SUBMITTER:	Diane Cassinelli		

CH \$165.00 3152983

SIGNATURE:	/Diane Cassinelli/
DATE SIGNED:	02/11/2015
Total Attachments: 6 source=A&R Trademark Security Agreement - Primesport#page1.tif source=A&R Trademark Security Agreement - Primesport#page2.tif source=A&R Trademark Security Agreement - Primesport#page3.tif source=A&R Trademark Security Agreement - Primesport#page4.tif source=A&R Trademark Security Agreement - Primesport#page5.tif source=A&R Trademark Security Agreement - Primesport#page6.tif	

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 11 day of February, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “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”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan Agreement, dated as of February 11, 2015 (as amended, 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 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 Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection with the Loan Agreement, Grantors are party to an Amended and Restated Guaranty and Security Agreement, dated as of February 11, 2015 (including all annexes, exhibits or schedules thereto, as amended, amended and restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are 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, each 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*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each 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 such 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 such 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.

3. 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 Grantors, or any of them, 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 any Grantor.

4. 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. Each 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.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each 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.

6. 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.

7. 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*.

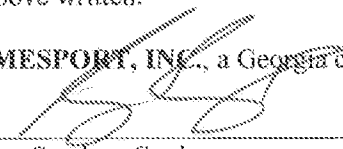
8. EFFECT OF AMENDMENT AND RESTATEMENT. The parties hereto agree that, on the Closing Date, the following shall be deemed to occur automatically, without further action by any party hereto: (a) that certain Trademark Security Agreement, dated as of December 23, 2013 (the "Existing Trademark Security Agreement"), shall be deemed to be amended and restated in its entirety in the form of this Agreement; (b) the Security Interests in Trademark Collateral created under the Existing Trademark Security Agreement in favor of the Agent for the benefit of the Lenders and securing payment of all the Secured Obligations shall remain in full force and effect with respect to the Secured Obligations and are hereby and thereby reaffirmed; and (c) the parties hereto acknowledge and agree that this Trademark Security Agreement and the other Loan Documents do not constitute a novation, payment and reborrowing or termination of the Secured Obligations and that all such Secured Obligations are in all respects continued and outstanding as Obligations under this Trademark Security Agreement with only the terms being modified from and after the effective date of this Trademark Security Agreement as provided in this Trademark Security Agreement and the other Loan Documents.

[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.

GRANTORS:

PRIMESPORT, INC., a Georgia corporation

By:  _____

Name: Sandeep Soni

Title: Chief Executive Officer

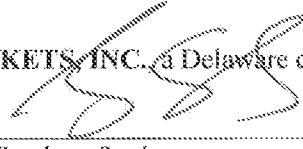
NORTH AMERICA SPORTS MEDIA, INC., a
Delaware corporation

By:  _____

Name: Sandeep Soni

Title: President

GOTICKETS, INC., a Delaware corporation

By:  _____

Name: Sandeep Soni

Title: President

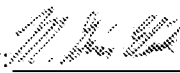
[Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005458 FRAME: 0376

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

PROSPECT CAPITAL CORPORATION, a
Maryland corporation

By: 

Name: M. Grier Eliasek

Title: President and Chief Operating Officer

[Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005458 FRAME: 0377

SCHEDULE I
to
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Primesport, Inc.	United States	PRIMESPORT INTERNATIONAL (Standard Mark)	3152983	October 10, 2006
Primesport, Inc.	United States	PRIMESPORT INTERNATIONAL (Design)	3179657	December 5, 2006
Primesport, Inc.	United States	PRIMESPORT	3313709	October 16, 2007
Gotickets, Inc.	United States	GOTICKETS.COM	2580646	June 18, 2002
Primesport, Inc.	United States	ENCORE TICKETS	2977483	July 26, 2005
Primesport, Inc.	United States	ENCORETICKETS. COM	3006222	October 11, 2005

Common Law Trademarks

None.