

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM331861

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Steve Furgal's International Tennis Tours		02/11/2015	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Prospect Capital Corporation		
<b>Street Address:</b>	10 East 40th Street, 42nd Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10016		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4375497		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Email:</b>	dcassinelli@proskauer.com		
<b>Correspondent Name:</b>	Diane Cassinelli		
<b>Address Line 1:</b>	c/o Proskauer Rose LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	59297/041		
<b>NAME OF SUBMITTER:</b>	Diane Cassinelli		
<b>SIGNATURE:</b>	/Diane Cassinelli/		
<b>DATE SIGNED:</b>	02/11/2015		
<b>Total Attachments: 6</b>			
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source=A&R Trademark Security Agreement - SFITT#page2.tif			
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**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 11th day of February, 2015, 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”).

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 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, in connection with the Loan Agreement, the Grantor is 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 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*.

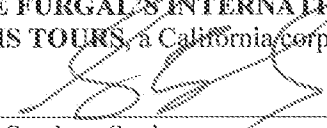
7. EFFECT OF AMENDMENT AND RESTATEMENT. The parties hereto agree that, on the Closing Date, the following shall be deemed to occur automatically, without further action by any party hereto: (a) that certain Trademark Security Agreement, dated as of June 20, 2014 (the "Existing Trademark Security Agreement"), 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.

**GRANTOR:**

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

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

Name: Sandeep Soni

Title: Chief Executive Officer

[Amended and Restated Trademark Security Agreement -- Steve Furgal's International Tennis Tours]

**TRADEMARK  
REEL: 005458 FRAME: 0396**

**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**  
**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
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, a California corporation ("SFITT"), owns a common law trademark that is "Steve Furgal's International Tennis Tours"
- SFITT also uses the following symbol mark reflected by the image below:



**Trademark Licenses**

1. TourTools Software License Agreement, dated August 15, 1998.