

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alianza de Futbol LLC		01/21/2010	LIMITED LIABILITY COMPANY: TEXAS
RECEIVING PARTY DATA			
Name:	Van Wagner Sports & Entertainment, LLC		
Street Address:	800 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3645210	ALIANZA DE FUTBOL HISPANO	
Serial Number:	77633522	ALIANZA DE FUTBOL HISPANO	
CORRESPONDENCE DATA			
Fax Number:	(212)754-0330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 907-7300		
Email:	rsilverman@golenbock.com		
Correspondent Name:	Robin E. Silverman		
Address Line 1:	437 Madison Avenue		
Address Line 2:	Golenbock Eiseman Assor Bell & Peskoe		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	Robin E. Silverman		
Signature:	/Robin E. Silverman/		
Date:	01/27/2010		

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TRADEMARK

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Security Agreement"), dated January 21, 2010, is made between Van Wagner Sports & Entertainment, LLC (the "Secured Party") and BRC Group, LLC ("BRC"), individually and on behalf of its subsidiaries and affiliates and Alianza de Futbol LLC, individually and on behalf of its subsidiaries and affiliates ("Alianza"), in connection with the Settlement Agreement, dated January 21, 2010 (the "Settlement Agreement") between the Secured Party and BRC.

RECITALS

WHEREAS, the Secured Party and BRC entered into the Settlement Agreement to resolve the claims, defenses, and counterclaims asserted in the litigation captioned *Van Wagner Sports & Entertainment, LLC v. BRC Group, LLC* (S.D.N.Y.), Index No. 09-cv-4669 (the "Litigation");

WHEREAS, pursuant to the terms of the Settlement Agreement, and in order to secure BRC's obligations under the Settlement Agreement, the BRC Entities, as defined below, have agreed to grant to the Secured Party a security interest in all intellectual property of BRC Group, LLC, Alianza de Futbol LLC, and any of its or their subsidiaries or affiliates relating to Copa Alianza and/or the annual soccer tournaments and clinics organized, sponsored or held by the BRC Entities; and

WHEREAS, it is a condition to the settlement of the Litigation that the BRC Entities shall have executed and delivered to the Secured Party this Security Agreement;

NOW, THEREFORE, the parties hereto hereby agree as follows:

ARTICLE 1

DEFINITIONS

1.1 Defined Terms. Capitalized terms defined in the Settlement Agreement, and not otherwise defined herein are used herein as so defined, and the following terms shall have the following meanings:

"Bankruptcy Code" shall mean Title 11 of the United States Code entitled "Bankruptcy," as amended from time to time, and any successor statute or statutes.

"BRC Copyright" shall mean any Copyright owned by or on behalf of any BRC Entity in any jurisdiction world-wide, including, without limitation, in any United States federal, state or local jurisdiction.

“BRC Intellectual Property” shall mean any Intellectual Property owned by or on behalf of any BRC Entity in any jurisdiction world-wide, including, without limitation, in any United States federal, state or local jurisdiction.

“BRC Patent” shall mean any Patent owned by or on behalf of any BRC Entity in any jurisdiction world-wide, including, without limitation, in any United States federal, state or local jurisdiction.

“BRC Trade Secret” shall mean any Trade Secret owned by or on behalf of any BRC Entity in any jurisdiction world-wide, including, without limitation, in any United States federal, state or local jurisdiction.

“BRC Trademark” shall mean any Trademark owned by or on behalf of any BRC Entity in any jurisdiction world-wide, including, without limitation, in any United States federal, state or local jurisdiction.

“BRC Entities” shall mean BRC Group, LLC, Alianza de Futbol LLC, and its or their subsidiaries or affiliates, and references herein to the BRC Entities shall mean BRC Group, LLC, Alianza de Futbol LLC and its or their subsidiaries and affiliates, collectively and individually.

“BRC URLs and Domain Names” shall mean any URL and/or Domain Name owned by or on behalf of any BRC Entity in any jurisdiction world-wide, including, without limitation, in any United States federal, state or local jurisdiction.

“Collateral” shall have the meaning assigned to it in Article 2 hereof.

“Collateral Records” shall mean all Records and similar items which relate to any Collateral.

“Copyrights” shall mean all copyright assets including, but not limited to, all U.S. or other copyright, any other copyrightable works, as well as all U.S. or other copyright applications, registrations and renewals in connection therewith, now existing or hereafter made or acquired.

“Default” shall mean any event, act or condition which constitutes a Default under the Settlement Agreement.

“Domain Name” shall mean the identification label used to access internet web sites.

“Event of Default” shall mean a Default under the Settlement Agreement or an event by which this Security Agreement shall for any reason cease to be in full force and effect, or shall cease to give the Secured Party the security interests, Liens, rights, powers and privileges purported to be created hereby including, without limitation, a perfected first priority security interest in, and Lien on, all of the Collateral in accordance with the terms hereof.

Intellectual Property” shall mean any or all of the following General Intangibles (as that term is defined under the Uniform Commercial Code) and all rights, arising out of or associated therewith: (a) all Patents; (b) all Copyrights; (c) all Trademarks; (d) all URLs and Domain Names; and (e) all know-how, proprietary rights or other intellectual property, including without limitation Trade Secrets, inventions, formulae, processes, databases, all rights to, and all intellectual property used or necessary to, create, publish, modify or maintain, any website or home page, customer, client and team roster information, lists and databases, mailing and subscription lists, supplier lists, information not known to the general public, literary works, whether or not copyrightable, computer programs, software, ideas, concepts, designs, drawings, discoveries, product and service developments, inventions, improvements, processes, algorithms, techniques, technology, technical information, research material, prototypes and models.

“Lien” shall mean any mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security interest or security agreement of any kind or nature whatsoever, including, without limitation, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing or the filing of any financing statement or similar instrument under the copyright laws, trademark laws, UCC or comparable law of any jurisdiction, domestic or foreign.

“Patents” shall mean all patents (including all reissues, divisions, renewals, provisionals, continuations, continuations-in-part, reexaminations and extensions thereof), patent applications, utility models and design rights.

“Person” shall mean and include any individual, partnership, joint venture, firm, corporation, limited liability company, association, trust, or other entity or enterprise, or any government or political subdivision or agency, department or instrumentality thereof.

“Proceeds” shall mean “proceeds” as such term is defined in § 9-102(64) of the UCC.

“Record” means all “records” as such term is defined in § 9-102(69) of the UCC.

“Security Agreement” shall mean this Intellectual Property Security Agreement, as the same may from time to time be amended, supplemented or otherwise modified.

“Secured Obligations” shall mean (a) all obligations, liabilities (including, without limitation, contingent obligations) and indebtedness of every nature now existing or hereafter incurred, arising under or in connection with the Settlement Agreement and/or the Security Agreement, and (b) all other obligations, liabilities of every kind, nature or description, direct or indirect, primary or secondary, joint or several, absolute or contingent of BRC or any other BRC Entity under or in respect of the Settlement Agreement or the Security Agreement, to the Secured Party, whether due or to become due and whether now existing or hereafter incurred and whether similar or dissimilar to the obligations described in clause (a) hereof.

“Trade Secret” shall mean a proprietary formula, technique, practice, process, design, know-how, model, instrument or compilation of information which is not generally known or reasonably ascertainable.

“Trademarks” shall mean any mark assets including, without limitation, trademarks, service marks, logos, and trade names, and all good will attendant thereto, including, without limitation, soccer tournament and soccer clinic names, together with all translations, adaptations, derivations and combinations thereof that are registered in the U.S. Patent and Trademark Office or any comparable office in any other jurisdiction world-wide, including but not limited to any other U.S. federal, state or local jurisdiction, and all applications for such registration and renewals thereof (other than any trademark applications in an “intent to use” state), as well as any unregistered trademarks, service marks, logos, and trade names now or hereafter made or acquired, including, without limitation, soccer tournament and soccer clinic names, together with all translations, adaptations, derivations and combinations thereof.

“UCC” shall mean the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

“URL” shall mean “uniform resource locator,” a world-wide internet web address.

ARTICLE 2

GRANT OF SECURITY INTERESTS

2.1 As security for the prompt and complete payment and performance in full of all the Secured Obligations, each of the BRC Entities hereby assigns and pledges to the Secured Party, and grants to the Secured Party a security interest in and Lien on, all of its or their respective rights, title and interests in and to all BRC Intellectual Property of each of the BRC Entities, including, but not limited to the following, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located (all of which being hereinafter collectively referral to as the “Collateral”):

- (i) all BRC Copyrights;
- (ii) all BRC Patents;
- (iii) all BRC Trade Secrets;
- (iv) all BRC Trademarks;
- (v) all BRC URLs and Domain Names;
- (vi) all Collateral Records;
- (vii) all reissues, extensions or renewals of any of the items described in categories (i), (ii), (iv) and (v);
- (viii) all proceeds of any of the above (such as, by way of example, license fees or royalties and proceeds of infringement suits), the right to sue for past,

present and future infringements to the fullest extent permitted by law, all rights corresponding thereto throughout the world (including all investments thereof); and,

(ix) all goodwill of the business connected with use of and symbolized by the items described in categories (i) - (v).

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

The BRC Entities jointly and severally represent and warrant to the Secured Party, which representations and warranties shall survive execution and delivery of this Security Agreement, that:

3.1 Validity, Perfection and Priority. The security interests in the Collateral granted to the Secured Party hereunder constitute legal and valid security interests in the Collateral and upon the filing of the necessary financing statements and/or other appropriate filings, the security interests in the Collateral granted to the Secured Party hereunder constitute perfected security interests therein superior and prior to all Liens, rights or claims of all other Persons.

3.2 Intellectual Property; Tradenames; Prior Names. Schedule A hereto sets forth a complete and accurate list of all BRC Intellectual Property, whether or not registered, as of the date hereof, including, but not limited to, all BRC Copyrights, BRC Patents, BRC Trade Secrets, BRC Trademarks and BRC URLs and Domain Names. As of the date hereof, the rights of each BRC Entity in any BRC Intellectual Property, whether or not registered, and including, but not limited to, any BRC Copyrights, BRC Patents, BRC Trade Secrets, BRC Trademarks and BRC URLs and Domain Names, are valid and subsisting. Each BRC Entity owns or possesses the right to use all Intellectual Property, including but not limited to all Copyrights, Patents, Trade Secrets, Trademarks, URLs and/or Domain Names, as is necessary for the operation of such BRC Entity's business, and no BRC Entity has done anything to authorize or enable any other Person to use any of the BRC Intellectual Property except in the ordinary course of BRC's business with respect to BRC's Alianza de Futbol Hispano soccer program, and, in connection therewith, by providing the sponsors of such program with the limited, non-exclusive right to use the program trademarks solely in connection with their sponsorship of the program and their sponsorship roles. To the best of each BRC Entity's knowledge, there is no violation by others of any right of any BRC Entity with respect to any Intellectual Property owned or used by or on behalf of any BRC Entity. No BRC Entity is infringing in any respect upon any Intellectual Property of any other Person, no proceedings have been instituted or are pending against any BRC Entity alleging any such violation, and no claim against any BRC Entity has been received by any BRC Entity alleging any such violation. To the best of each BRC Entity's knowledge, no claim has been threatened as against any BRC Entity alleging that any BRC Entity is infringing in any respect upon any Intellectual Property of any other Person.

3.3 Basic Representations and Warranties. (a) BRC Group, LLC is a duly formed or organized and validly existing limited liability company in good standing under the

laws of California and (i) each BRC Entity has the power and authority to own its property and assets and to transact the business in which it is engaged or presently proposes to engage.

(b) BRC Group, LLC and Alianza de Futbol LLC have the power and authority to execute, deliver and carry out the terms and provisions of this Security Agreement and to bind each of the BRC Entities to this Security Agreement, and each of BRC and Alianza de Futbol LLC have each taken all necessary action, including but not limited to any necessary limited liability company action, to authorize the execution, delivery and performance by it of this Security Agreement. BRC and Alianza de Futbol LLC have each duly executed and delivered this Security Agreement, and this Security Agreement constitutes a legal, valid and binding obligation of each of them, and of each BRC Entity, enforceable in accordance with its terms.

(c) The execution and delivery of this Security Agreement and performance of the obligations of the BRC Entities hereunder will not: (i) result in a default under, constitute a material breach of, or require the consent of any other Person in respect of, any organization or constituent document of any BRC Entity, or any contract, or other agreement, commitment or binding arrangement or understanding, whether written or oral, to which any BRC Entity is a party or under which such BRC Entity or its assets is bound, including each amendment, modification, renewal or extension or other ancillary document pertaining thereto ("BRC Contract"), or otherwise result in a loss or diminution of any rights of any BRC Entity in respect of any BRC Contract; (ii) contravene or conflict with any judgment, decree, order, laws, statute, code or regulation of any governmental entity.

ARTICLE 4

COVENANTS

The BRC Entities jointly and severally covenant and agree with the Secured Party that from and after the date of this Security Agreement:

4.1 Compliance with Laws. The BRC Entities will comply in all material respects with all requirements of law applicable to the Collateral or any part thereof and to the operation of their respective businesses.

4.2 No Impairment. The BRC Entities will not take or permit to be taken any action which could impair the Secured Party's rights in the Collateral.

4.3 Negative Pledge. The BRC Entities will not dispose of any of the Collateral, and will not create, incur or permit to exist, and will defend the Collateral against, and will take such other action as is necessary to remove, any Lien, security interest or claim on or to the Collateral, other than the Liens and security interests created hereby and will defend the right, title and interest of the Secured Party in and to any of the Collateral against the claims and demands of all Persons whomsoever.

4.4 Notice. The BRC Entities will advise the Secured Party promptly, in reasonable detail, in accordance with the provisions hereof (a) of any Lien on, security interest in,

or claim asserted against any of the Collateral, and (b) of the occurrence of any Default or Event of Default.

4.5 Subsequent Acquisition of Intellectual Property. If any of the BRC Entities purchases or otherwise acquires, or seeks to register, any ownership interest in any Intellectual Property subsequent to the date hereof, all provisions of this Security Agreement shall automatically apply thereto. BRC and any other BRC Entity who purchases or otherwise acquires, or seeks to register, any such interest shall give the Secured Party prompt written notice of such (with such notice to be provided at least ten (10) days prior to such purchase, acquisition and/or registration when commercially reasonable, to enable the Secured Party to prepare and file any documentation it deems necessary or advisable), and the BRC Entity shall take all other action reasonably requested by the Secured Party to evidence and record the Secured Party's interest in such.

ARTICLE 5

FURTHER ASSURANCES

5.1 Further Instruments, Documents and Actions. Each BRC Entity agrees that from time to time, at its cost and expense, it shall promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the Secured Party may reasonably request, in order to create and/or maintain the validity, perfection or priority of and protect the Lien on the Collateral and security interest granted or purported to be granted by the BRC Entity hereby or to enable the Secured Party to exercise and enforce its rights and remedies hereunder with respect to any Collateral owned or held by any BRC Entity or on such entity's behalf. Without limiting the generality of the foregoing, the BRC Entities shall:

(a) execute and file such financing or continuation statements, or amendments thereto, and execute and deliver such other agreements, instruments, endorsements, powers of attorney or notices as may be necessary or desirable, or as the Secured Party may reasonably request, in order to perfect and preserve the Secured Party's Lien on the Collateral and the security interests granted or purported to be granted by the BRC Entities hereby;

(b) take all actions necessary to ensure the recordation of appropriate evidence of the Liens and security interest granted hereunder in the Collateral owned or held by any BRC Entity or on any such entity's behalf with any intellectual property registry in which the Collateral is registered or in which an application for registration is pending, including, but not limited, to the United States Patent and Trademark Office, the United States Copyright Office and the various Secretaries of State; and

(c) at the Secured Party's request, appear in and defend any action or proceeding that may affect any BRC Entity's title to, or the Secured Party's Lien on, and/or security interest in, all or any part of the Collateral owned or held by or on behalf of such entity.

5.2 Filings. In addition, to the extent permitted by applicable law, each BRC Entity hereby authorizes the Secured Party to file a record or records, including, but not limited to, one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral owned or held by it or on its behalf without the signature of such BRC Entity. Each BRC Entity agrees that a photographic or other reproduction of this Security Agreement or of a financing statement signed by BRC and/or Alianza de Futbol LLC shall be sufficient as a financing statement and may be filed as a financing statement in any and all jurisdictions. Such financing statements may describe the Collateral in the same manner as described herein or may contain an indication or description of Collateral that describes such property in any other manner as the Secured Party may determine, in its sole and absolute discretion, is necessary, advisable or prudent to ensure the perfection of the Lien on, and/or security interest in, the Collateral owned or held by it or on its behalf granted to the Secured Party hereby, including describing such property as "all copyrights" or "all trademarks" or "all intellectual property." The BRC Entities shall furnish to the Secured Party from time to time statements and schedules further identifying and describing the Intellectual Property owned or held by it or on its behalf and such other reports in connection with this Security Agreement as the Secured Party may reasonably request, all in reasonable detail.

5.3 Secured Party's Appointment as Attorney-in-Fact. (a) Each BRC Entity hereby irrevocably constitutes and appoints the Secured Party and any officer thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such BRC Entity and in the name of such BRC Entity or in its own name, from time to time in the Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute, file and/or deliver any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement.

(b) Each BRC Entity hereby ratifies all that said attorneys-in-fact shall lawfully do or cause to be done by virtue hereof. This power-of-attorney is a power coupled with an interest and shall be irrevocable.

(c) Each BRC Entity hereby acknowledges and agrees that in acting pursuant to this power-of-attorney the Secured Party shall be acting in its own interest, and the BRC Entities acknowledge and agree that the Secured Party shall have no fiduciary duties to any BRC Entity and each BRC Entity hereby waives any claims to the rights of a beneficiary of a fiduciary relationship hereunder. The powers conferred on the Secured Party hereunder are solely to protect the interests of the Secured Party in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers.

(d) The Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors or employees shall be responsible to any BRC Entity for any act or failure to act hereunder, except for its own gross negligence or willful misconduct.

ARTICLE 6

REMEDIES

6.1 After the occurrence and during the continuance of any Default or Event of Default, all Secured Obligations shall be immediately due and payable and the Secured Party shall have all of the remedies set forth in the Settlement Agreement and all of the remedies of a secured party under the Uniform Commercial Code.

ARTICLE 7

MISCELLANEOUS

7.1 (a) Governing Law; Submission to Jurisdiction. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE WITHOUT GIVING EFFECT TO THE CHOICE OF LAWS THEREOF.

(b) Any legal action or proceeding with respect to this Security Agreement and any action for enforcement of any judgment in respect thereof shall be brought in the United States District Court for the Southern District of New York, and, by execution and delivery of this Security Agreement, each BRC Entity hereby accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of the aforesaid court and appellate courts from any thereof; provided, however, that in the event that the aforesaid court determines that it does not have jurisdiction with respect to the subject matter of the action, such legal action or proceeding shall be brought in, and each BRC Entity hereby accepts for itself and in respect of its property, generally and unconditionally, the exclusive jurisdiction of, the courts of the State of New York, New York County, and appellate courts from any thereof. Each BRC Entity irrevocably consents to the service of process in any action or proceeding with respect to this Security Agreement and/or any action for enforcement of any judgment in respect thereon by the mailing of copies thereof by registered or certified mail, postage prepaid, to BRC at its address at which notices are to be given. Each BRC Entity hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Security Agreement brought in the courts referred to above and hereby further irrevocably waives and agrees not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum. Nothing herein shall affect the right of the Secured Party to serve process in any other manner permitted by law.

7.2 Limitation of Liability. No claim may be made by any BRC Entity or any other Person against the Secured Party or any of its affiliates, directors, officers, employees, attorneys or agents, for any damages or loss of any kind, including but not limited to any special, indirect, consequential or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions contemplated by this Security Agreement, or any act, omission or event occurring in connection therewith; and each BRC Entity

hereby waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

7.3 Notices. Any notice required to be delivered to the Secured Party shall be delivered to it by hand or overnight mail addressed to Steven Pretsfelder, Esq., Van Wagner Communications, LLC, 800 Third Avenue, New York, New York 10022, with a copy to Golenbock, Eiseman, Assor, Bell & Peskoe LLP, 437 Madison Avenue, New York, New York 10022, Attention: David J. Eiseman, Esq., provided, that notices and communications to the Secured Party shall not be effective until received by such party. Any notice required to be delivered to BRC shall be delivered to [set forth name and address for BRC and attorney].

7.4 Successors and Assigns. This Security Agreement shall be binding upon each BRC Entity and inure to the benefit of the Secured Party and all future holders of the Secured Obligations and their respective successors and assigns, except that no BRC Entity may assign or transfer any of its rights or obligations under this Security Agreement or to any of the Collateral without the prior written consent of the Secured Party. The Secured Party may assign its rights hereunder together with the rights under the Settlement Agreement and the Secured Party may grant participations in its rights hereunder.

7.5 Waivers and Amendments. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by BRC and Alianza de Futbol LLC and the Secured Party, provided that any provision of this Agreement may be waived by the Secured Party in a written letter or agreement executed by the Secured Party or by facsimile transmission from the Secured Party. Any such amendment, supplement, modification or waiver shall be binding upon the BRC Entities, the Secured Party and all future holders of the Secured Obligations. No failure or delay on the part of the Secured Party in exercising any right, power or privilege hereunder and no course of dealing between any BRC Entity and the Secured Party shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have on any future occasion.

7.6 Remedies Cumulative. The rights and remedies of the Secured Party with respect to the Collateral, whether established hereby or by any other agreement or by law, are cumulative and may be exercised singly or concurrently and as often and in such order as the Secured Party deems expedient and are not exclusive of any rights or remedies which the Secured Party would otherwise have whether by agreement or now or hereafter existing under applicable law. No notice to or demand on any BRC Entity in any case shall entitle any BRC Entity to any other or further notice or demand in similar or other circumstances or constitute a waiver of the rights of the Secured Party to any other or further action in any circumstances without notice or demand.

7.7 Termination; Release. (a) When the Secured Obligations have been indefeasibly paid and performed in full and after the termination of the commitments of the Secured Party under the Settlement Agreement, this Security Agreement shall terminate, and the

Secured Party, at the written request and sole expense of BRC, will, to the extent permitted by law, execute and deliver such documents as BRC shall reasonably request (including Uniform Commercial Code termination statements) evidencing the termination of this Settlement Agreement, and will duly assign, transfer and deliver to BRC, without recourse, representation or warranty of any kind whatsoever, such of the Collateral as may be in possession of the Secured Party and has not theretofore been disposed of, applied or released; provided, that the Secured Party's security interest created hereunder shall continue to be effective or reinstated, as the case may be, if, at any time, payment, or any part thereof, of the Secured Obligation is rescinded or must otherwise be restored by the Secured Party to any BRC Entity upon the bankruptcy or reorganization of such BRC Entity or otherwise.

7.8 Counterparts. This Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

7.9 Headings Descriptive. The headings of the several Sections and subsections of this Security Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Security Agreement.

7.10 Marshaling. The Secured Party shall be under no obligation to marshal any assets in favor of the BRC Entities or of any other Person or against or in payment of any or all of the Secured Obligations.

7.11 Severability. In case any provision in or obligation under this Security Agreement or the Secured Obligations would be held to be invalid, illegal, prohibited or unenforceable in any jurisdiction for any reason unless narrowed by construction, such provision shall for purposes of such jurisdiction only, be construed as if such invalid, prohibited or unenforceable provision had been more narrowly drawn so as not to be invalid, illegal, prohibited or unenforceable (or if such language cannot be drawn narrowly enough, the court making any such determination shall have the power to modify, to the extent necessary to make such provision or provisions enforceable in such jurisdiction, such scope, duration or area or all of them, and such provision shall then be applicable in such modified form). If, notwithstanding the foregoing, any such provision would be held to be invalid, illegal, prohibited or unenforceable in any jurisdiction for any reason, such provision, as to such jurisdiction only, shall be ineffective to the extent of such invalidity, illegality, prohibition or unenforceability, without invalidating the remaining provisions. No narrowed construction, court-modification or invalidation of any provision shall affect the construction, validity or enforceability of such provision in any other jurisdiction.

7.12 Survival. All representations, warranties and indemnities set forth herein shall survive the termination of this Security Agreement and the making and repayment of the Secured Obligations.

[Remainder of page intentionally left blank, signature pages to follow]

IN WITNESS WHEREOF, the BRC Entities and the Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written.

VAN WAGNER SPORTS &
ENTERTAINMENT, LLC


By: 
Name: John Haegele
Title: Chief Executive Officer

Title:

STATE OF New York
COUNTY OF New York

On this 21st day of January, 2010, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Van Wagner Sports & Entertainment, LLC, and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
[SEAL]


SUSAN TYSOWSKI
Notary Public, State of New York
No. 02TY6079334
Qualified in New York County
Certificate Filed in New York County
Commission Expires August 26, 2010

IN WITNESS WHEREOF, the BRC Entities and the Secured Party have caused this Security Agreement to be duly executed and delivered as of the date first above written.

BRC GROUP, LLC, on its own behalf and on behalf of its subsidiaries and affiliates

By: *Brad Rottenberg*
Name: BRAD ROTTENBERG
Title: PARTNER, BRC

Title:

STATE OF _____
COUNTY OF _____ *see attached (2)*

On this ___ day of _____, 2010, before me the signatory above personally appeared and acknowledged to be the above-stated officer of the BRC Group, LLC, and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
[SEAL]

ALIANZA DE FUTBOL LLC, on its own behalf and on behalf of its subsidiaries and affiliates

By: *Brad Rottenberg*
Name: BRAD ROTTENBERG
Title: PARTNER, BRC

Title:

STATE OF _____
COUNTY OF _____ *see attached (2)*

On this ___ day of _____, 2010, before me the signatory above personally appeared and acknowledged to be the above-stated officer of Alianza de Futbol LLC, and that in such capacity, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

Notary Public
[SEAL]

[Signature Page]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

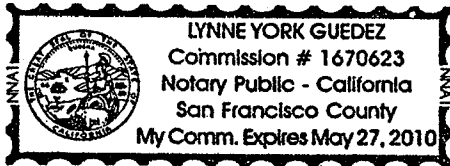
On 1.21.10 before me, LYNNE YORK GUEDEZ
Date Here Insert Name and Title of the Officer

personally appeared BRADFORD DAVID ROTHENBERG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document ACKNOWLEDGEMENT/AGREEMENT

Title or Type of Document: AFFIDAVIT - BRC GROUP, LLC

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____

Individual Individual

Partner — Limited General Partner — Limited General

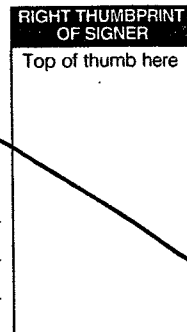
Attorney in Fact Attorney in Fact

Trustee Trustee

Guardian or Conservator Guardian or Conservator

Other: _____ Other: _____

Signer Is Representing: _____ Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 1-10-10 before me, LYNNE YORK GUEDEZ
Date Here Insert Name and Title of the Officer

personally appeared BRADFORD DAVID ROTHENBERG
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: ACKNOWLEDGEMENT AGREEMENT
BRADFORD DAVID ROTHENBERG - ALIANZA DE FUTBOL, LLC

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

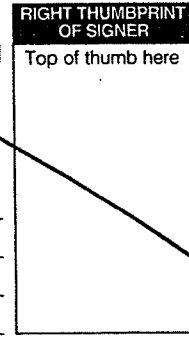
- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Schedule A

www.alianzadefutbol.net

www.brcgrp.com

Alianza de Futbol

Alianza de Futbol Hispano, US Trademark Registration No. 3645210, Application No.77633542 (International Class 41)

Copa Alianza

Alianza sub 16

Copita Alianza

BRC Group

Team Roster Information



Trademark Registration Pending, Application No. 77633522
(International Class 41).

