

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
Trans World International, Inc.		06/14/2010	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2484106	WORLD'S STRONGEST MAN
Registration Number:	1135901	BATTLE OF THE NETWORK STARS
Registration Number:	3560551	BEER MONEY
Registration Number:	3433263	BETTER HALF
Registration Number:	3710304	BLUSH
Registration Number:	2060729	ESCAPE FROM ALCATRAZ
Registration Number:	3228625	HIP HOP HOLD'EM
Registration Number:	2998089	I'D DO ANYTHING
Registration Number:	2815069	RACE TO THE ALTAR
Registration Number:	1226992	TWI
Registration Number:	1194870	TWI

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900167522

**TRADEMARK
 REEL: 004246 FRAME: 0478**

OP \$290.00 2484106

Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1081
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/ml/
Date:	07/21/2010

Total Attachments: 8
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 14, 2010 is made by TRANS WORLD INTERNATIONAL, INC., an Ohio corporation, located at 1360 East 9th Street, Cleveland, Ohio 44114-1782 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders"), parties to the Credit Agreement, dated as of June 14, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IMG Worldwide, Inc. (the "Company"), IMG Worldwide Holdings, Inc., the Foreign Borrowers parties thereto, the Lenders, Deutsche Bank Securities Inc., as Syndication Agent, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of June 14, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any intent-to-use application for registration of a Trademark prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to

Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would result in the invalidity, unenforceability, cancellation or voiding of any registration that issues from such intent-to-use application.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.


SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRANS WORLD INTERNATIONAL, INC.

By: 
Name: John H. Raleigh
Title: Senior Vice President and Secretary

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Secured Parties

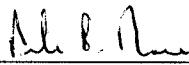
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRANS WORLD INTERNATIONAL, INC.

By: _____
Name: John H. Raleigh
Title: Senior Vice President and Secretary

JPMORGAN CHASE BANK, N.A., as
Administrative Agent for the Secured Parties

By:  _____
Name: **Peter B. Thauer**
Title: **Executive Director**

ACKNOWLEDGMENT OF GRANTOR

STATE OF *New York*)
) ss
COUNTY OF *New York*)

On the 10th day of June, 2010, before me personally came John H. Raleigh, who is personally known to me to be the Senior Vice President and Secretary of TRANS WORLD INTERNATIONAL, INC., an Ohio corporation; who, being duly sworn, did depose and say that she/he is the Senior Vice President and Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the board of directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Adrianna Berrada
Notary Public

(PLACE STAMP AND SEAL ABOVE)

Schedule A

U.S. Trademark Registrations and Applications

Trademark	Status	App. Date	App. No.	Reg. Date	Reg. No.	Owner
WORLD'S STRONGEST MAN	Registered	10/22/1997	75377504	9/4/2001	2484106	Trans World International Inc.
BATTLE OF THE NETWORK STARS	Registered	06/08/1978	73173637	05/20/1980	1135901	Trans World International, Inc.
BEER MONEY	Registered	05/28/2008	77485536	01/13/2009	3560551	Trans World International, Inc.
BETTER HALF	Registered	06/07/2006	78902810	05/20/2008	3433263	Trans World International, Inc.
BLUSH	Registered	11/28/2008	77623123	11/10/2009	3710304	Trans World International, Inc.
ESCAPE FROM ALCATRAZ	Registered	01/11/1996	75040475	05/13/1997	2060729	Trans World International, Inc.
HIP HOP HOLD'EM	Registered	02/10/2005	78565023	04/10/2007	3228625	Trans World International, Inc.
I'D DO ANYTHING	Registered	08/03/2004	78460972	09/20/2005	2998089	Trans World International, Inc.
RACE TO THE ALTAR	Registered	02/25/2003	78218544	02/17/2004	2815069	Trans World International, Inc.

TWI	Registered	08/12/1981	73323247	2/8/1983	1226992	Trans World International, Inc.
TWI LOGO	Registered	12/14/1979	73242896	05/04/1982	1194870	Trans World International, Inc.