

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM333571

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BMO HARRIS BANK, N.A.		02/27/2015	National Association: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MAJOR LEAGUE SOCCER, L.L.C.		
<b>Street Address:</b>	420 FIFTH AVENUE		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>Name:</b>	Soccer United Marketing, LLC		
<b>Street Address:</b>	420 FIFTH AVENUE		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85399070	KICKTV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>Phone:</b>	212-969-3000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Jenifer deWolf Paine		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	69884-005		
<b>NAME OF SUBMITTER:</b>	Jenifer deWolf Paine		

CH \$40.00 85399070

<b>SIGNATURE:</b>	/Jenifer deWolf Paine/
<b>DATE SIGNED:</b>	02/27/2015
<b>Total Attachments: 6</b> source=Consent and Release of Security Interest#page1.tif source=Consent and Release of Security Interest#page2.tif source=Consent and Release of Security Interest#page3.tif source=Consent and Release of Security Interest#page4.tif source=Consent and Release of Security Interest#page5.tif source=Consent and Release of Security Interest#page6.tif	

February 27, 2015

Soccer United Marketing, LLC  
Major League Soccer, L.L.C.  
420 Fifth Avenue  
New York, New York 10018  
Attention: Sean Prendergast

Re: Soccer United Marketing, LLC/Major League Soccer, L.L.C. – Consent re  
Sale of Kick TV and Release of Security Interest

Ladies and Gentlemen:

Reference is made to (i) that certain Amended and Restated Credit Agreement dated as of February 25, 2014 (as has been and may further be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among SOCCER UNITED MARKETING, LLC, a Delaware limited liability company (“SUM”), MAJOR LEAGUE SOCCER, L.L.C., a Delaware limited liability company (“MLS”; SUM and MLS are individually and collectively referred to herein as the “Borrower”), MLS PARTNERS, LLC, a Delaware limited liability company, as a Guarantor, any other Persons from time to time that join this Agreement as a Borrower or Guarantor after the date hereof, and BMO HARRIS BANK N.A., a national banking association (including its successors and permitted assigns, the “Bank”), (ii) that certain Amended and Restated General Security Agreement, dated as of February 25, 2014 (as further amended, restated, supplemented or otherwise modified, the “Security Agreement”), by and between the Bank and the grantors party thereto, including the Borrower and (iii) that certain Confirmatory Grant of Security Interest in Patents, Trademarks and Copyrights, dated as of February 25, 2014 (the “Confirmatory Grant”) by and between MLS and the Bank. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

Pursuant to the Security Agreement and the Confirmatory Grant, the Borrower granted to the Bank a security interest in all of the Borrower’s rights, title and interest in or to, among other things, the assets, rights and properties set forth on Schedule A attached hereto and all other assets, rights and properties related solely and exclusively to that certain digital business currently owned and operated by the Borrower that is known as “Kick TV” (the “Kick TV IP”). The Confirmatory Grant was recorded at the United States Patent and Trademark Office on February 26, 2014 at Reel 5224, Frame 0009 (the “Recordation”)

The Borrower has informed the Bank that SUM has entered into a Memorandum of Understanding with Bigballs Limited (Company No. 05851891), a United Kingdom private limited company (the “Buyer”), dated as of January 28, 2015 (an executed copy of which was delivered to the Bank prior to the date hereof, the “Purchase Agreement”), pursuant to which SUM will, among other things, sell to the Buyer certain assets related

to the Kick TV Business (as defined in the Purchase Agreement), including, without limitation, the Kick TV IP (collectively, the "Kick TV Assets") (such transaction, the "Kick TV Sale").

At the request of the Borrower, the Bank hereby (i) consents to the sale of the Kick TV Assets pursuant to and in accordance with the Purchase Agreement notwithstanding the prohibitions on the sale, transfer, lease or other disposition of all or any material part of the Borrower's property set forth in Section 8.10 of the Credit Agreement, and (ii) relinquishes, terminates, cancels, discharges and releases, and re-assigns and re-transfers to the Borrower, any and all right, title and interest, including the security interest, it may have or have acquired through the Security Agreement, the Confirmatory Grant or otherwise, in and to the Kick TV Assets, including, but not limited to, the Recordation (such agreements, collectively, the "Consent and Release").

This Consent and Release shall be effective upon (x) execution by the Bank, (y) receipt by the Bank of (i) countersignatures to this Consent and Release from the Borrower and Guarantors and (ii) a copy of the Purchase Agreement pursuant to which the Kick TV Sale shall be consummated, and (z) the concurrent consummation of the Kick TV Sale per the Purchase Agreement. The Bank hereby authorizes and requests that this Consent and Release be recorded at the United States Patent and Trademark Office, or any other applicable location and authorizes the Borrower to take all further actions, and will provide to the Borrower and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Borrower to more fully and effectively effectuate the purposes of this Consent and Release.

Each Borrower hereby represents and warrants to the Bank as follows: (a) the representations and warranties made by such Borrower contained in the Loan Documents are true and correct in all material respects (without duplication of any materiality qualifier contained therein) as of the date hereof, except to the extent such representation or warranty expressly relates to an earlier date (in which case, such representations and warranties were true and correct in all material respects as of such earlier date (without duplication of any materiality qualifier contained therein)); (b) such Borrower is a limited liability company, duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; (c) such Borrower has the limited liability company power and authority to execute, deliver and perform its obligations under this Consent and Release, the Credit Agreement and the Purchase Agreement; (d) the execution, delivery and performance by such Borrower of this Consent and Release and the Purchase Agreement have been duly authorized by all necessary limited liability company action; (e) this Consent and Release (with respect to each Borrower) and the Purchase Agreement (solely with respect to SUM) constitute the legal, valid and binding obligation of such Borrower, enforceable against such Person in accordance with their terms, except as enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditor's rights generally or by equitable principles relating to enforceability; (f) after giving effect to this Consent and Release, no Default or Event of Default has occurred and is continuing; and (g) the Kick TV Assets sold by SUM pursuant to the Purchase Agreement are assets solely of, and solely related

to, the Kick TV Business.

Except as otherwise expressly provided herein, nothing contained herein shall constitute or be deemed to be an amendment, modification, termination or waiver of, or consent to any departure from, any other term or provision in the Credit Agreement or any other Loan Document, each of which shall continue unmodified and in full force and effect, nor shall the foregoing amendment constitute a course of dealing among the parties. Except as expressly set forth herein, the Bank reserves all of its respective rights and remedies under the Credit Agreement and the Loan Documents.

This Consent and Release may be executed in any number of counterparts, and by different parties hereto on separate counterpart signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Consent and Release by telecopy or other electronic imaging means shall be effective as delivery of a manually executed counterpart of this Consent and Release.

THIS CONSENT AND RELEASE AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

The Borrower hereby submits to the nonexclusive jurisdiction of the United States District Court for the Southern District of New York and of the Supreme Court of the State of New York, in each case, sitting in New York County (including its appellate division), and any other appellate court in the State of New York, for purposes of all legal proceedings arising out of or relating to this Consent and Release or the transactions contemplated hereby.

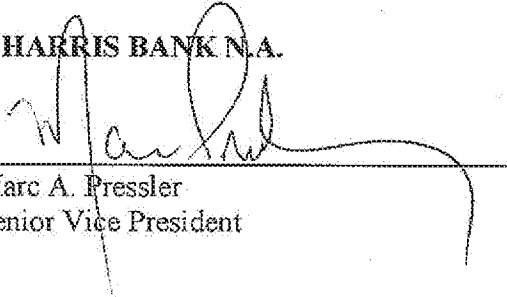
This Consent and Release, together with the Credit Agreement and the other Loan Documents, constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and any other prior agreements, whether written or oral, with respect to such subject matter are superseded hereby.

*[signature pages follow]*

IN WITNESS WHEREOF, the parties hereto have caused this Consent and Release to be duly executed by their respective duly authorized officers on the date first written above.

**BMO HARRIS BANK N.A.**

By

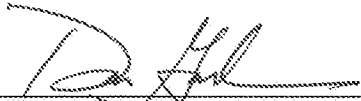
  
\_\_\_\_\_  
Marc A. Pressler  
Senior Vice President

[Signature Page to BMO Consent and Release]

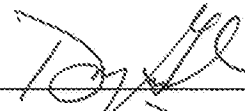
**TRADEMARK**  
**REEL: 005468 FRAME: 0350**

**BORROWER:**

**SOCCER UNITED MARKETING, LLC**

By:   
Name: Don Garber  
Title: CEO

**MAJOR LEAGUE SOCCER, L.L.C.**

By:   
Name: Don Garber  
Title: Commissioner

**Schedule A**

*Kick TV Assets*

- (1) Trademarks. The mark “Kick TV”, including Application Number 85399070 with the U.S. Patent and Trademark Office and all other U.S. Patent and Trademark Office registrations and applications related solely and exclusively to the mark “Kick TV”.
- (2) National Sports Center Agreement. That certain Settlement and Assignment Agreement, dated September 10, 2012, by and between Borrower and The National Sports Center Foundation.
- (3) Domain Name. The Internet domain name www.kicktv.com.
- (4) YouTube Page. The “Kick TV”, “Kick TV Gaming” and “Kick TV Live” YouTube pages.
- (5) Social Media Accounts. The social media accounts used exclusively in connection with the Kick TV Business including but not limited to such accounts on Instagram, Twitter, Facebook and Tumblr.