

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
Sportime, LLC	08/31/2005
RECEIVING PARTY DATA	
Name:	Bank of America, N.A., as Collateral Agent
Street Address:	1455 Market Street
Internal Address:	CA5-701-05-19
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94103
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5941802
CORRESPONDENCE DATA	
Fax Number:	(919)416-8339
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	919 286-8049
Email:	PTO_TMconfirmation@mvalaw.com
Correspondent Name:	Moore & Van Allen PLLC
Address Line 1:	430 Davis Drive
Address Line 2:	Suite 500
Address Line 4:	Morrisville, NORTH CAROLINA 27560
ATTORNEY DOCKET NUMBER:	327000.10393NPSPROTIMEJES
NAME OF SUBMITTER:	John E. Slaughter
Total Attachments: 4 source=NGSI-P Sportime, LLC#page1.tif source=NGSI-P Sportime, LLC#page2.tif	

OP \$40.00 5941802

500060889

PATENT
REEL: 016784 FRAME: 0428

NOTICE
OF
GRANT OF SECURITY INTEREST
IN
PATENTS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of August 31, 2005 (the "Security Agreement") by and among the Grantors party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Collateral Agent (the "Collateral Agent") for the holders of the Secured Obligations referenced therein, the undersigned Grantor has granted a continuing security interest in and continuing lien upon the patents and patent applications set forth on Schedule 1 attached hereto to the Collateral Agent for the ratable benefit of the holders of the Secured Obligations.

The undersigned Grantor and the Collateral Agent, on behalf of the holders of the Secured Obligations, hereby acknowledge and agree that the security interest in the patents and patent applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any patent or patent application.

[SIGNATURES ON FOLLOWING PAGE]

Very truly yours,

SPORTIME, LLC,
a Delaware limited liability company

By: Mary M Kabacinski
Name: MARY M. KABACINSKI
Title: VICE - PRESIDENT & TREASURER

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

Very truly yours,

SPORTIME, LLC,
a Delaware limited liability company

By: _____
Name:
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A., as Collateral Agent

By: Anthea Del Bianco
Name:
Title: Anthea Del Bianco
Vice President

Sportime, LLC
(Delaware Limited Liability Company)

U.S. Patent

Issued Patent

Description	Patent No.	Issue Date
PULL-UP ASSISTANT	5941802	8/24/99