

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
STERLING ENTERTAINMENT ENTERPRISES, LLC		08/05/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., as Agent
Street Address:	277 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3437853	BASEBALL DAY IN NEW YORK
Registration Number:	3437852	BASEBALL NIGHT IN NEW YORK
Registration Number:	3379388	SNY SPORTSNET NEW YORK
Registration Number:	3247054	SPORTS NY
Registration Number:	3308875	SNY
Registration Number:	3308779	SNY
Registration Number:	3628229	LOUDMOUTHS

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 3016380511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.  
 Address Line 1: 21 Tadcaster Circle

OP \$190.00 3437853

Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	35996
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	08/06/2010

Total Attachments: 6  
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TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2010, between STERLING ENTERTAINMENT ENTERPRISES, LLC (the "Borrower") and JPMORGAN CHASE BANK, as Agent (the "Agent").

Reference is made to the Collateral Agreement dated as of August 5, 2010 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiaries from time to time party thereto and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of August 5, 2010 (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Agent herein are granted in conjunction with and in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with

respect to the Trademark Collateral are more fully set forth in the Security Agreement. The terms and provisions of the Security Agreement are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Conflicts with the Right of First Refusal Agreement.

Following the occurrence and during the continuance of an Event of Default, in the event that any of the provisions of this Agreement shall conflict with any of the provisions of the Right of First Refusal Agreement with respect to a matter specifically covered by the Right of First Refusal Agreement, the provisions of the Right of First Refusal Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STERLING ENTERTAINMENT  
ENTERPRISES, LLC,

by



Name: Steven Raab

Title: President

JPMORGAN CHASE BANK, as Agent,

by

\_\_\_\_\_  
Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

STERLING ENTERTAINMENT  
ENTERPRISES, LLC,

by

\_\_\_\_\_  
Name:

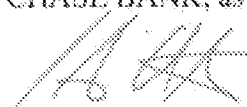
Title:

JPMORGAN CHASE BANK, as Agent,

by

\_\_\_\_\_  
Name:

Title:

  
Philip A. Mousin  
Senior Vice President

[Signature Page to the Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004255 FRAME: 0876**

Schedule I

I. Trademarks

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>
Sterling Entertainment Enterprises, LLC	BASEBALL DAY IN NEW YORK	3437853
Sterling Entertainment Enterprises, LLC	BASEBALL NIGHT IN NEW YORK	3437852
Sterling Entertainment Enterprises, LLC	SNY SPORTSNET NEW YORK	3379388
Sterling Entertainment Enterprises, LLC	SPORTS NY	3247054
Sterling Entertainment Enterprises, LLC	SNY	3308875
Sterling Entertainment Enterprises, LLC	SNY	3308779
Sterling Entertainment Enterprises, LLC	LOUDMOUTHS	3628229

II. Trademark Applications

<u>Registered Owner</u>	<u>Mark</u>	<u>Registration Number</u>	<u>Date Filed</u>

III. Trademark Licenses

<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>