

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM353967

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Primesport, Inc.		08/31/2015	CORPORATION: GEORGIA
North America Sports Media, Inc.		08/31/2015	CORPORATION: DELAWARE
Gotickets, Inc.		08/31/2015	CORPORATION: DELAWARE
Steve Furgal's International Tennis Tours		08/31/2015	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: PENNSYLVANIA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3152983	PRIMESPORT INTERNATIONAL
Registration Number:	3179657	PRIMESPORT INTERNATIONAL
Registration Number:	3313709	PRIMESPORT
Registration Number:	2580646	GOTICKETS.COM
Registration Number:	2749325	DODDS ATHLETIC TOURS
Registration Number:	2801730	DODDSON TRAVEL
Registration Number:	2977483	ENCORE TICKETS
Registration Number:	3006222	ENCORETICKETS.COM
Registration Number:	4375497	

CORRESPONDENCE DATA

Fax Number: 2158325619

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.

Phone: 215-569-5619

TRADEMARK

Email: pecsenye@blankrome.com
Correspondent Name: Timothy D. Pecsénye
Address Line 1: Blank Rome LLP
Address Line 2: One Logan Square, 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER: 074658-15057

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 09/03/2015

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 31st day of August, 2015, by **PRIMESPORT, INC.**, a Georgia corporation (“PrimeSport”), **NORTH AMERICA SPORTS MEDIA, INC.**, a Delaware corporation (“NASM”), **GOTICKETS, INC.**, a Delaware corporation (“Gotickets”), and **STEVE FURGAL’S INTERNATIONAL TENNIS TOURS**, a California corporation (“Tennis”, together with PrimeSport, NASM and Gotickets, collectively the “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantors (together with each Person joined thereto as a borrower from time to time, collectively the “Borrowers” and each a “Borrower”), each Person which is now or which hereafter becomes a party thereto as a guarantor from time to time (collectively, the “Guarantors”, and each a “Guarantor” and together with the Borrowers, collectively, the “Loan Parties” and each a “Loan Party”), the lenders from time to time party thereto (the “Lenders”), and PNC Bank, National Association, as agent for Lenders (“Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in and Lien on all of such Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”), including without limitation those referred to on Schedule 1 hereto;

(b) all of such Grantor’s patents and patent applications (collectively, “Patents”), including without limitation those referred to on Schedule 1 hereto;

(c) all of such Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

- (d) all reissues, continuations or extensions of the foregoing; and
- (e) all products and proceeds of the foregoing, including without limitation any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent, or any Trademark.

Notwithstanding anything to the contrary herein, the IP Collateral shall not include, and no security interest or Lien shall be deemed granted in, any any United States intent-to-use trademark applications for which an amendment to allege use has not been submitted and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered IP Collateral.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by any Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: (A) Schedule 1 hereto accurately lists all IP Collateral registered with the U.S. Patent and Trademark Office or U.S. Copyright Office, as the case may be, as of the date hereof and (B) other than the Liens granted to Agent hereunder and to Term Loan Agent pursuant to the Term Loan Documents, such Grantor has not granted any Liens on any of its IP Collateral to any other Person.

6. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral that is filed or recorded with the U.S. Patent and Trademark Office or U.S. Copyright Office, as the case may be. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New

York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

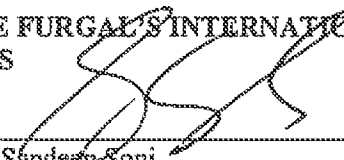
[signature page follows]

Each of the parties has signed this Agreement as of the day and year first above written.

PRIMESPORT, INC.

STEVE FURGAL'S INTERNATIONAL TENNIS
TOURS

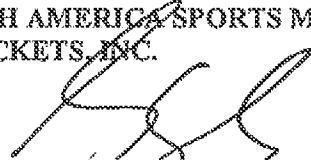
By:



Sandeep Soni
Chief Executive Officer of each of the
foregoing

NORTH AMERICA SPORTS MEDIA, INC.
GOTICKETS, INC.

By:



Sandeep Soni
President of each of the foregoing

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005616 FRAME: 0584

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications

None.

II. Patents and Patent Applications

None.

III. Trademarks and Trademark Applications

Trademark	Registered Owner	Registration Number	Registration Date
PRIMESPORT INTERNATIONAL (Standard Mark)	Primesport, Inc.	3152983	October 10, 2006
PRIMESPORT INTERNATIONAL (Design)	Primesport, Inc.	3179657	December 5, 2006
PRIMESPORT	Primesport, Inc.	3313709	October 16, 2007
<u>GOTICKETS.COM</u>	Gotickets, Inc.	2580646	June 18, 2002
DODDS ATHLETIC TOURS	North America Sports Media, Inc.	2749325	August 12, 2003
DODDSON TRAVEL	North America Sports Media, Inc.	2801730	January 6, 2004
ENCORE TICKETS	Primesport, Inc.	2977483	July 26, 2005
<u>ENCORETICKETS.COM</u>	Primesport, Inc.	3006222	October 11, 2005
STEVE FURGAL'S INTERNATIONAL TENNIS TOURS (Design)	Steve Furgal's International Tennis Tours	4375497	July 30, 2013