

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
Beckett Media LP		08/15/2005	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of Montreal, Chicago Branch as Administrative Agent
Street Address:	3 Times Square
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Unknown: UNKNOWN

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1734726	BECKETT
Registration Number:	1712423	BECKETT
Registration Number:	1941355	BECKETT
Registration Number:	2108233	BECKETT
Registration Number:	2325440	BECKETT
Registration Number:	2453557	BECKETT
Registration Number:	2331054	BECKETT
Registration Number:	2482116	BECKETT
Registration Number:	2426817	BECKETT
Registration Number:	2417643	B
Registration Number:	2417644	B
Registration Number:	2412623	B
Registration Number:	2461317	B

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Registration Number:	2410821	B BECKETT
Registration Number:	2691506	B
Registration Number:	2406972	GAMETROPOLIS
Registration Number:	2344752	GAMETROPOLIS
Registration Number:	2437674	THE WORLD'S MOST TRUSTED SOURCE IN COLLECTING
Registration Number:	2469166	BECKETT.COM YOUR SPORTS COLLECTIBLES MARKETPLACE
Registration Number:	2504052	BECKETT.COM YOUR SPORTS COLLECTIBLES MARKETPLACE
Registration Number:	2410768	THE HOBBY'S MOST RELIABLE AND RELIED UPON SOURCE
Registration Number:	2410767	THE HOBBY'S MOST RELIABLE AND RELIED UPON SOURCE
Registration Number:	2519796	THE BECKETT COLLECTOR CONNECTION
Registration Number:	2505961	BFL
Registration Number:	2414192	BFL
Registration Number:	2564952	BFL
Registration Number:	2414193	BFL
Registration Number:	2481849	BFL BECKETT FOOTBALL LEAGUE
Registration Number:	2431450	BFL BECKETT FOOTBALL LEAGUE
Registration Number:	2668476	BVG
Registration Number:	2656170	BVG BECKETT VINTAGE GRADING
Serial Number:	76490840	BECKETT TOTAL ACCESS
Serial Number:	76607019	BECKETT GOT SPORTS FOR KIDS
Serial Number:	76602904	THE BECKETT C.H.A.R.T.
Serial Number:	78544057	STATABASE

CORRESPONDENCE DATA

Fax Number: (919)781-4865
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 919-781-4000
Email: rjones@wyrick.com
Correspondent Name: Robert T. Jones, Jr.
Address Line 1: 4101 Lake Boone Trail
Address Line 2: Suite 300
Address Line 4: Raleigh, NORTH CAROLINA 27607

NAME OF SUBMITTER:

Robert T. Jones, Jr.

Signature:	/Robert T. Jones, Jr./
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Date:	08/18/2005
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<p>Total Attachments: 4 source=Becketttrademarks2SDOC4123#page1.tif source=Becketttrademarks2SDOC4123#page2.tif source=Becketttrademarks2SDOC4123#page3.tif source=Becketttrademarks2SDOC4123#page4.tif</p>
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GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, BECKETT MEDIA LP, a Delaware limited partnership ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Apprise Enthusiast Media LLC, a Delaware limited liability company ("**Borrower**"), has entered into a Credit Agreement dated as of August 15, 2005 (said Credit Agreement, as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the "**Credit Agreement**"), with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Bank of Montreal, Chicago Branch, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrower; and

WHEREAS, Borrower may from time to time enter into one or more Hedge Agreements with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedge Agreements are entered into; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 15, 2005 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles, domain names, websites and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds

are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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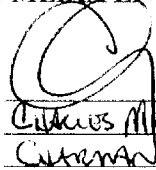
IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 15th day of August 2005.

BECKETT MEDIA LP

By:

Name:

Title:



Curtis McCordy

Partner

Foreign Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Country</u>
Beckett Media LP	BECKETT	701019	Australia
Beckett Media LP	BECKETT	4179419	Japan
Beckett Media LP	BECKETT	186627	European Union
Beckett Media LP	B BECKETT LOGO	01070343	Taiwan
Beckett Media LP	B BECKETT LOGO	01070559	Taiwan

Pending U.S. Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
Beckett Media LP	BECKETT TOTAL ACCESS	76490840	02/13/2003
Beckett Media LP	BECKETT GOT SPORTS	76607019	08/12/2004
Beckett Media LP	THE BECKETT C.H.A.R.T.	76602904	07/15/2004
Beckett Media LP	STATABASE	78544057	01/07/2005

Pending Foreign Trademarks:

<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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