

**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       |
|---------------------------------|----------|----------------|-------------------|
| Trans World International, Inc. |          | 06/14/2010     | CORPORATION: OHIO |

**RECEIVING PARTY DATA**

|                 |  |
|-----------------|--|
| Name:           | JPMorgan Chase Bank, N.A., as Administrative Agent |
| Street Address: | P.O. Box 2558                                      |
| City:           | Houston  |
| State/Country:  | TEXAS  |
| Postal Code:    | 77252  |
| Entity Type:    | National Banking Association: UNITED STATES        |

**PROPERTY NUMBERS Total: 11**

| Property Type        | Number  | Word Mark                   |
|----------------------|---------|-----------------------------|
| Registration Number: | 2484106 | WORLD'S STRONGEST MAN       |
| Registration Number: | 1135901 | BATTLE OF THE NETWORK STARS |
| Registration Number: | 3560551 | BEER MONEY                  |
| Registration Number: | 3433263 | BETTER HALF                 |
| Registration Number: | 3710304 | BLUSH                       |
| Registration Number: | 2060729 | ESCAPE FROM ALCATRAZ        |
| Registration Number: | 3228625 | HIP HOP HOLD'EM             |
| Registration Number: | 2998089 | I'D DO ANYTHING             |
| Registration Number: | 2815069 | RACE TO THE ALTAR           |
| Registration Number: | 1226992 | TWI                         |
| Registration Number: | 1194870 | TWI                         |

**CORRESPONDENCE DATA**

Fax Number: (212)455-2502

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

**900167522**

**TRADEMARK  
 REEL: 004246 FRAME: 0478**

**OP \$290.00 2484106**

Phone: (212) 455-7976  
Email: ksolomon@stblaw.com  
Correspondent Name: Mindy M. Lok, Esq.  
Address Line 1: Simpson Thacher & Bartlett LLP  
Address Line 2: 425 Lexington Avenue  
Address Line 4: New York, NEW YORK 10017

|                         |             |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 509265/1081 |
|-------------------------|-------------|

|                    |              |
|--------------------|--------------|
| NAME OF SUBMITTER: | Mindy M. Lok |
|--------------------|--------------|

|            |      |
|------------|------|
| Signature: | /ml/ |
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|       |            |
|-------|------------|
| Date: | 07/21/2010 |
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GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 14, 2010 is made by TRANS WORLD INTERNATIONAL, INC., an Ohio corporation, located at 1360 East 9th Street, Cleveland, Ohio 44114-1782 (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent") for the banks and other financial institutions or entities (the "Lenders"), parties to the Credit Agreement, dated as of June 14, 2010 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among IMG Worldwide, Inc. (the "Company"), IMG Worldwide Holdings, Inc., the Foreign Borrowers parties thereto, the Lenders, Deutsche Bank Securities Inc., as Syndication Agent, and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Guarantee and Collateral Agreement, dated as of June 14, 2010, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants a security interest in all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the security interest granted under Section 2 above attach to any intent-to-use application for registration of a Trademark prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to

Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would result in the invalidity, unenforceability, cancellation or voiding of any registration that issues from such intent-to-use application.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

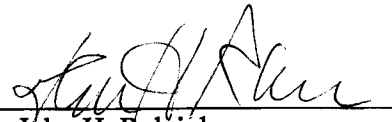
SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

*(Remainder of the page intentionally left blank)*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TRANS WORLD INTERNATIONAL, INC.

By:   
Name: John H. Raleigh  
Title: Senior Vice President and Secretary

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent for the Secured Parties

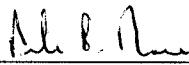
By: \_\_\_\_\_  
Name:  
Title:

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TRANS WORLD INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name: John H. Raleigh  
Title: Senior Vice President and Secretary

JPMORGAN CHASE BANK, N.A., as  
Administrative Agent for the Secured Parties

By:  \_\_\_\_\_  
Name: **Peter B. Thauer**  
Title: **Executive Director**

ACKNOWLEDGMENT OF GRANTOR

STATE OF *New York* )  
 ) ss  
COUNTY OF *New York* )

On the 10<sup>th</sup> day of June, 2010, before me personally came John H. Raleigh, who is personally known to me to be the Senior Vice President and Secretary of TRANS WORLD INTERNATIONAL, INC., an Ohio corporation; who, being duly sworn, did depose and say that she/he is the Senior Vice President and Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the board of directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Adrianna Berrada  
Notary Public

(PLACE STAMP AND SEAL ABOVE)





Schedule A

U.S. Trademark Registrations and Applications

| Trademark                   | Status     | App. Date  | App. No. | Reg. Date  | Reg. No. | Owner                           |
|-----------------------------|------------|------------|----------|------------|----------|---------------------------------|
| WORLD'S STRONGEST MAN       | Registered | 10/22/1997 | 75377504 | 9/4/2001   | 2484106  | Trans World International Inc.  |
| BATTLE OF THE NETWORK STARS | Registered | 06/08/1978 | 73173637 | 05/20/1980 | 1135901  | Trans World International, Inc. |
| BEER MONEY                  | Registered | 05/28/2008 | 77485536 | 01/13/2009 | 3560551  | Trans World International, Inc. |
| BETTER HALF                 | Registered | 06/07/2006 | 78902810 | 05/20/2008 | 3433263  | Trans World International, Inc. |
| BLUSH                       | Registered | 11/28/2008 | 77623123 | 11/10/2009 | 3710304  | Trans World International, Inc. |
| ESCAPE FROM ALCATRAZ        | Registered | 01/11/1996 | 75040475 | 05/13/1997 | 2060729  | Trans World International, Inc. |
| HIP HOP HOLD'EM             | Registered | 02/10/2005 | 78565023 | 04/10/2007 | 3228625  | Trans World International, Inc. |
| I'D DO ANYTHING             | Registered | 08/03/2004 | 78460972 | 09/20/2005 | 2998089  | Trans World International, Inc. |
| RACE TO THE ALTAR           | Registered | 02/25/2003 | 78218544 | 02/17/2004 | 2815069  | Trans World International, Inc. |

|          |            |            |          |            |         |                                 |
|----------|------------|------------|----------|------------|---------|---------------------------------|
| TWI      | Registered | 08/12/1981 | 73323247 | 2/8/1983   | 1226992 | Trans World International, Inc. |
| TWI LOGO | Registered | 12/14/1979 | 73242896 | 05/04/1982 | 1194870 | Trans World International, Inc. |