

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM304326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Trans World International, LLC, as Grantor		05/06/2014	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 7th Avenue, 27th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	1135901	BATTLE OF THE NETWORK STARS	
Registration Number:	3560551	BEER MONEY	
Registration Number:	3433263	BETTER HALF	
Registration Number:	3710304	BLUSH	
Registration Number:	3685678	COOK YOURSELF THIN	
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	
Serial Number:	85726230	THE ELIMINATOR	
Serial Number:	85726218	ELIMINATOR RACING	
Serial Number:	85726224	ELIMINATOR RACING LEAGUE	
Serial Number:	85726221	ELIMINATOR RACING SERIES	
Registration Number:	1226992	TWI	
Registration Number:	1194870	TWI	
Registration Number:	2484106	WORLD'S STRONGEST MAN	
CORRESPONDENCE DATA			
Fax Number:			

OP \$415.00 1135901

TRADEMARK

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com
Correspondent Name: Ken Tan, Legal Assistant
Address Line 1: c/o Cahill Gordon & Reindel LLP
Address Line 2: 80 Pine Street
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Ken Tan
SIGNATURE:	/Michael Barys TR/
DATE SIGNED:	05/13/2014

Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Trans World International, LLC, as Grantor

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) USA - DE

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 6, 2014

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Barclays Bank PLC, as Collateral Agent

Street Address: 745 7th Avenue, 27th Floor

City: New York

State: New York

Country: USA Zip: 10019

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No. (s) _____ Text _____

See Schedule I

B. Trademark Registration No. (s) _____

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ken Tan, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: New York Zip: 10005

Phone Number: (212) 701-3804

Docket Number: 57320.0570

Email Address: KTan@cahill.com

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

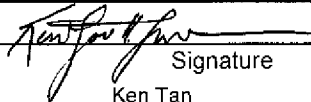
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature
Ken Tan

05/06/2014

Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SECOND LIEN TRADEMARK SECURITY AGREEMENT
dated as of May 6, 2014 (this "Agreement"), among Trans World
International, LLC (the "Grantor") and Barclays Bank PLC, as Collateral
Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Lien Credit Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among WME IMG Holdings, LLC, a Delaware limited liability company ("Holdings"), WME IMG, LLC, a Delaware limited liability company ("Intermediate Holdings"), William Morris Endeavor Entertainment, LLC ("WME"), a Delaware limited liability company, Iris Merger Sub, Inc., a Delaware corporation ("Iris Merger Sub"), the Lenders party thereto and Barclays Bank PLC, as Administrative Agent and as Collateral Agent and (b) the Second Lien Collateral Agreement dated as of May 6, 2014 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, Intermediate Holdings, WME, Iris Merger Sub, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

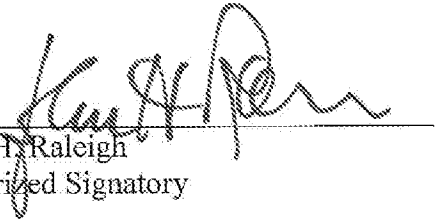
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRANS WORLD INTERNATIONAL, LLC,

By: _____

Name: John H. Raleigh

Title: Authorized Signatory

A handwritten signature in black ink, appearing to read "John H. Raleigh", is written over a horizontal line. The signature is cursive and somewhat stylized.

BARCLAYS BANK PLC,
as Collateral Agent,

By: 

Name: Ritam Bhalla
Title: Director

Schedule I

	<u>Owner</u>	<u>Trademark Name</u>	<u>Registration or Application No.</u>
1.	Trans World International, Inc.	BATTLE OF THE NETWORK STARS	1,135,901
2.	Trans World International, Inc.	BEER MONEY	3,560,551
3.	Trans World International, Inc.	BETTER HALF	3,433,263
4.	Trans World International, Inc.	BLUSH	3,710,304
5.	Trans World International, Inc.	COOK YOURSELF THIN	3,685,678
6.	Trans World International, Inc.	ESCAPE FROM ALCATRAZ	2,060,729
7.	Trans World International, Inc.	HIP HOP HOLD'EM	3,228,625
8.	Trans World International, Inc.	I'D DO ANYTHING	2,998,089
9.	Trans World International, Inc.	RACE TO THE ALTAR	2,815,069
10.	Trans World International, Inc.	THE ELIMINATOR	85,726,230
11.	Trans World International, Inc.	ELIMINATOR RACING	85,726,218
12.	Trans World International, Inc.	ELIMINATOR RACING LEAGUE	85,726,224
13.	Trans World International, Inc.	ELIMINATOR RACING SERIES	85,726,221
14.	Trans World International, Inc.	TWI	1,226,992
15.	Trans World International, Inc.	TWI	1,194,870
16.	Trans World International, Inc.	WORLD'S STRONGEST MAN	2,484,106