

12-04-2008



HEET -Y  
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COPY/FINANCE

To the Director of the U. S. Pa

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Send documents to the new address(es) below.

1. Name of conveying party(ies):

Riverhounds Acquisition Group, L.P.

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) PA - USA

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) April 11, 2008

- 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: Greentree Sportsplex, LP

Internal Address: \_\_\_\_\_

Street Address: 600 Iron City Drive

City: Pittsburgh

State: PA

Country: USA Zip: 15204

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

Citizenship \_\_\_\_\_  
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)

SEE ATTACHED EXHIBIT "B"

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT "B"

Additional sheet(s) attached?  Yes  No

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

SEE ATTACHED EXHIBIT "B"

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

Name: Kathleen C. McConnell, Esq.

Internal Address: \_\_\_\_\_

Street Address: 3301 McCrady Road

City: Pittsburgh

State: PA Zip: 15235

Phone Number: 412-242-4400

Fax Number: 412-242-4377

Email Address: kcm@mbm-law.net

6. Total number of applications and registrations involved:

10

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 265.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

12/03/2008 DBYRNE 00000031 2610137  
 Deposit Account Number 01 FC-0521 46.00 OP  
 Authorized User Name 02 FC-0522 225.00 OP

9. Signature:

David M. Wilke Signature Member of LLC as General Partner

11/10/08 Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

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

**Exhibit A to Security Agreement of Intellectual Property**

Limited Partner of Riverhounds Acquisition Group, L.P. is:

Riverhounds Acquisition Group, LLC- a Pennsylvania limited liability company

The address is:

600 Iron City Drive  
Pittsburgh, PA 15204

**Exhibit B to Security Agreement of Intellectual Property**

**Schedule of Trademarks or Service Marks**

**Registered Marks**

<b>Registration Number</b>	<b>Description of Work Mark or Design</b>
2610137	"Pittsburgh Riverhounds" (word and design)
2607801	Cartoon Hound Face (design)
2402710	Cartoon Hound Face (design)
2394167	"Riverhounds" (word only)
2518492	"Hounds" (words only)
2605132	"Riverhounds" (words only)

**Trademark Applications**

<b>Serial Number</b>	<b>Description of Word Mark or Design</b>
77443329	Cartoon Hound Face (design)
77440114	"Riverhounds" (words only)
77443247	"Pittsburgh Riverhounds" (words only)
77440201	"Pittsburgh Riverhounds" (word and design)

MEMORANDUM OF  
TRADEMARK SECURITY AGREEMENT

April 11, 2008

Pittsburgh, Pennsylvania

THIS MEMORANDUM OF TRADEMARK SECURITY AGREEMENT is between RIVERHOUNDS ACQUISITION GROUP, LP, a Pennsylvania limited partnership, and RIVERHOUNDS ACQUISITION GROUP, LLC, a Pennsylvania limited liability company (collectively "Debtor") and GREENTREE SPORTSPLEX, LP ("Secured Party").

Whereas Debtor has entered into a line of credit note and security agreement for the benefit of Secured Party, securing a Note having a maximum principal balance of \$300,000 and

Whereas Debtor has granted to Secured Party a first lien perfected security interest in and to the trademarks set forth below, and all right, title, products, interest, good will and business interest in connection therewith and desire to record the memorandum and notice of such security agreement and first lien.

Now therefore, for good and valuable consideration and intending to be legally bound, and in order to secure to Secured Party the prompt and punctual performance of the obligations of Debtor to Secured Party, including the payment of all loans, interest, and reasonable costs and expenses incurred by Secured Party in enforcement and collection, the Debtor, jointly and severally, hereby grant to Secured Party a Uniform Commercial Code security interest in, and collateral assignment of, the following collateral, and the proceeds, increases, substitutions, replacements, additions, and accessions to the collateral (hereinafter the "Collateral"): all machinery, apparatus, equipment, fittings, appliances and fixtures of every kind and nature whatsoever ("equipment"); all right, title and interest in and to the tradename, copyright and intellectual property "Riverhounds", "Pittsburgh Riverhounds", "Hounds" and "Cartoon Hound Face (design)" ("trademarks"), together with all goodwill of the business associated with or symbolized by the trademarks; all regional, national and state licensing, permitting and franchises for soccer team and merchandise rights held or titled or licensed to Borrower ("franchise"); and all development, purchase, option and leasehold rights of Borrower to real property located in the Pittsburgh region and in Allegheny, Butler and/or Washington Counties, Pennsylvania; together with all revenues, income, rents, issues and profits from the foregoing, including all revenues, proceeds of the conversion, voluntary or involuntary, of any part thereof, into cash or liquidated claims, and all Borrower's rights and interests in all agreements now or hereafter in existence providing for or relating to rights, services or property; and all of Borrower's now and hereafter arising or acquired accounts, general intangibles, goods, inventory, chattel paper, documents and instruments (as all such foregoing terms are defined in the Pennsylvania Uniform Commercial Code) relating to the equipment, trademark, franchise and/or business operations of Borrower. Borrower shall execute and deliver, and hereby authorizes Lender to execute and file of record, any and all instruments necessary to perfect a first lien security interest in the Collateral under the Uniform Commercial Code, including account statements, financing statements, collateral assignments, and trademark lien notices.

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**TRADEMARK**  
**REEL: 003897 FRAME: 0833**

Debtor hereby acknowledges and affirms that the rights and remedies of Secured party with respect to the liens and security interests in the trademarks and Collateral made and granted hereby are more fully set forth in the Line of Credit and Security agreement between the parties, the terms and provisions of which are incorporated herein by reference.

INTENDING TO BE LEGALLY BOUND, JOINTLY AND SEVERALLY, executed the year and day first above written.

ATTEST:

RIVERHOUNDS ACQUISITION  
GROUP, LP  
By: Riverhounds Acquisition  
Group, LLC, General Partner



\_\_\_\_\_

By:          member of  
Name: David M. Wilke RAG, LLC  
Title: Member of LLC

RIVERHOUNDS ACQUISITION  
GROUP, LLC



\_\_\_\_\_

By:          member  
Name: David M. Wilke  
Title: Member of LLC