

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
Red Frog Events LLC		10/02/2013	LIMITED LIABILITY COMPANY: ILLINOIS

RECEIVING PARTY DATA

Name:	Peak6 Specialty Finance Fund LLC
Street Address:	141 W. Jackson Blvd., Suite 800
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60604
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	85795601	AMERICAN BEER CLASSIC
Serial Number:	85766013	BEACH DASH
Registration Number:	4022382	BE CH PALOOZA OBSTACLE RUN SERIES
Registration Number:	4086649	GREAT URBAN RACE
Serial Number:	85795587	IRON WARRIOR DASH
Serial Number:	85534111	RED FROG EVENTS
Serial Number:	85232240	RED FROG EVENTS
Registration Number:	4278438	REGISTRATIONATION
Registration Number:	4025604	REGISTRATIONATION
Registration Number:	4278437	WARRIOR DASH
Registration Number:	4288092	FIREFLY MUSIC FESTIVAL
Registration Number:	4086650	WARRIOR DASH

CORRESPONDENCE DATA

Fax Number: 3122512174
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 312-368-4000
Email: ch.tm@dlapiper.com
Correspondent Name: Peggy L. McBride
Address Line 1: P.O. Box 64807
Address Line 4: Chicago, ILLINOIS 60664-0807

ATTORNEY DOCKET NUMBER:	381067-1
NAME OF SUBMITTER:	Peggy L. McBride
Signature:	/Peggy McBride/
Date:	10/10/2013

Total Attachments: 10
source=Red Frog Events to Peak6 Specialty Finance Fund-Security Agreement##page1.tif
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EXHIBIT B

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of October 2, 2013, is made by Red Frog Events LLC, an Illinois limited liability company, and Red Frog Events International, Inc., an Illinois corporation, (collectively, "Borrower") in favor of PEAK6 Specialty Finance Fund LLC, a Delaware limited liability company ("Lender").

WHEREAS, Borrower has entered into a Senior Secured Promissory Note dated as of the date hereof (the "Loan Agreement") with Lender.

WHEREAS, as a condition precedent to the making of loans by Lender under the Loan Agreement Borrower has executed and delivered to Lender that certain Security Agreement dated as of the date hereof, made by and among Borrower, Joseph Reynolds and Lender (the "Security Agreement").

WHEREAS, under the terms of the Security Agreement, Borrower has granted to Lender, a security interest in, among other property, certain intellectual property of Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees with Lender as follows:

1. Grant of Security. Borrower hereby pledges and grants to Lender a security interest in and to all of the right, title and interest of Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the trademark registrations and applications set forth in Schedule I hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law,

the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages

2. Recordation. Borrower authorizes the Commissioner for Trademarks and any other government officials to record and register this IP Security Agreement upon request by Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

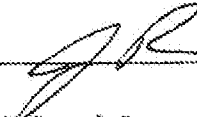
6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United

States and the State of Illinois, without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RED FROG EVENTS LLC

By: 

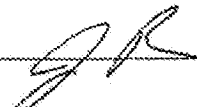
Name: Joseph Reynolds

Title: Sole Member/Manager

Address for Notices: 320 W. Ohio St., Suite 1W
Chicago, IL 60654

With a copy to General Counsel at the same address

RED FROG EVENTS
INTERNATIONAL, INC.

By: 

Name: Joseph Reynolds

Title: President

Address for Notices: 320 W. Ohio St., Suite 1W
Chicago, IL 60654

With a copy to General Counsel at the same address

AGREED TO AND ACCEPTED:

PEAK6 SPECIALTY FINANCE
FUND L.P.

By: _____

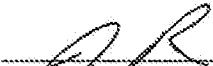
Name:

Title:

Address for Notices:

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RED FROG EVENTS LLC

By: 

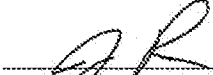
Name: Joseph Reynolds

Title: Sole Member/Manager

Address for Notices: 320 W. Ohio St., Suite 1W
Chicago, IL 60654

With a copy to General Counsel at the same address

RED FROG EVENTS
INTERNATIONAL, INC.

By: 

Name: Joseph Reynolds

Title: President

Address for Notices: 320 W. Ohio St., Suite 1W
Chicago, IL 60654

With a copy to General Counsel at the same address

AGREED TO AND ACCEPTED:

PEAK6 SPECIALTY FINANCE
FUND LLC

By: _____

Name:

Title:

Address for Notices:

IN WITNESS WHEREOF, Borrower has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

RED FROG EVENTS LLC

By: _____

Name:

Title:

Address for Notices:

RED FROG EVENTS
INTERNATIONAL, INC.

By: _____

Name:

Title:

Address for Notices:

AGREED TO AND ACCEPTED:

PEAK6 SPECIALTY FINANCE
FUND LLC

By: _____

Name: *Matt Hulsizer*


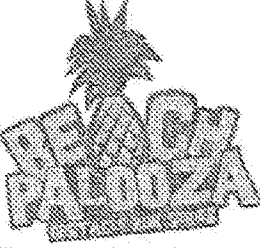

Title: *Chief Investment Officer*

Address for Notices:

*141 W Jackson Blvd.
Suite 500
Chicago, IL 60604
Attn: Matt Hulsizer
& Legal Department*

SCHEDULE 1

TRADEMARK REGISTRATIONS AND APPLICATIONS


Mark	U.S. Registration Information	Foreign Registration Information
AMERICAN BEER CLASSIC (Word Mark)	U.S. Application No. 85795601	• None
	U.S. Application No. 85766013	<ul style="list-style-type: none"> • International Application No. 1143803 (designating Australia, European Community, Japan, and the United Kingdom) • New Zealand Application No. 968270
	U.S. Registration No. 4022382	• International Registration No. 1070802 (designating Australia, European Union and the United Kingdom)
FIREFLY MUSIC FESTIVAL (Word Mark)	U.S. Registration No. 4288092	• Canada Application No. 1636947
	U.S. Application No. 85766013 Reg. No. 4086649	<ul style="list-style-type: none"> • Canada Registration No. TMA849483 • International Registration No. 1070804 (designating Australia, European Community, Japan, and the United Kingdom)¹

¹ Statement of Grant of Protection issued by Australia, European Community, and the United Kingdom. Japanese designation under examination.

Mark	U.S. Registration Information	Foreign Registration Information
		<ul style="list-style-type: none"> • New Zealand Registration No. 968269
IRON WARRIOR DASH (Word Mark)	U.S. Application No. 85795587	<ul style="list-style-type: none"> • None
RED FROG EVENTS (Word Mark)	U.S. Application No. 85534111	<ul style="list-style-type: none"> • Canada Application No. 1636946
	U.S. Application No. 85232240	<ul style="list-style-type: none"> • Canada Application • International Application No. 1070278 (designating United Kingdom)
REGISTRATIONATION (Word Mark)	U.S. Registration No. 4278438	<ul style="list-style-type: none"> • None
	U.S. Registration No. 4025604	<ul style="list-style-type: none"> • Canada Registration No. TMA834376 • International Registration No. 1070804 (designating Australia, European Community and the United Kingdom) •
WARRIOR DASH (Word Mark)	U.S. Registration No. 4278437	<ul style="list-style-type: none"> • Canada Application No. 1636951 • Argentina Application No. 3256886 • Brazil Application No. 840574410 • Hong Kong Registration No. 302437803 • International Registration No. 1128929 (designating Australia, Colombia, European Community,

Mark	U.S. Registration Information	Foreign Registration Information
		Japan, Mexico, Norway, Russian Federation, Singapore, and the United Kingdom) ² • New Zealand Registration No. 968263 • South Africa Application No. 2013/13750

² Statement of Grant of Protection issued by Australia, Japan, Norway and the United Kingdom. Examination complete but open to opposition in European Community. Designations under examination in Colombia, Mexico, Russian Federation and Singapore.

Mark	U.S. Registration Information	Foreign Registration Information
	U.S. Registration No. 4086650	<ul style="list-style-type: none"> • Argentina Application No. 3256892 • Brazil Application No. 840574428 • Canada Registration No. TMA849485 • Hong Kong Registration No. 302437830 • International Registration No. 1070803 (designating Australia, Colombia, European Community, Japan, Mexico, Norway, Russian Federation, Singapore, and the United Kingdom)³ • New Zealand Registration No. 968264 • South Africa Application No. 2013/12128

³ Statement of Grant of Protection issued by Australia, European Community, Japan, Norway and the United Kingdom. Examination complete but open to opposition in Singapore. Designations under examination in Colombia, Mexico and Russian Federation.