

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM316109

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frisco Roughriders LP		08/20/2014	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Independent Bank		
Street Address:	1600 Redbud Boulevard		
Internal Address:	Suite #300 - Attention: Matt Duncan		
City:	McKinney		
State/Country:	TEXAS		
Postal Code:	75069		
Entity Type:	state chartered bank: TEXAS		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3579639	DAISY	
Registration Number:	2819590	FRISCO ROUGHRIDERS	
Registration Number:	2853394	FRISCO ROUGHRIDERS	
Registration Number:	2855849	FRISCO ROUGHRIDERS	
Registration Number:	3361537	RR	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-745-5226		
Email:	awalker@winstead.com		
Correspondent Name:	Andrea Walker, Winstead PC		
Address Line 1:	P. O. Box 131851		
Address Line 4:	DALLAS, TEXAS 75313-1851		
ATTORNEY DOCKET NUMBER:	55043-10 FRISCO R'RIDERS		
NAME OF SUBMITTER:	Andrea Walker		
SIGNATURE:	/Andrea Walker/		
DATE SIGNED:	09/04/2014		

CH \$140.00 3579639

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 20, 2014, is entered into by FRISCO ROUGHRIDERS LP, a Texas limited partnership (the "Company"), in favor of INDEPENDENT BANK (the "Secured Party"), for Secured Party's benefit and the benefit of the Secured Creditors.

BACKGROUND

The Company, as Borrower, and the Secured Party, as Lender, entered into the Credit Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

In connection with the Credit Agreement, the Company executed and delivered that certain Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement") in favor of the Secured Party for the benefit of the Secured Creditors, pursuant to which the Company is required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create first priority security interest on the Collateral in favor of the Secured Party, for Secured Party's benefit and the benefit of the Secured Creditors, securing the payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Party to make the Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents, the Company hereby agrees with Secured Party, for Secured Party's benefit and the benefit of the Secured Creditors, as follows:

I. DEFINITIONS; OTHER TERMS.

1.1. General Terms. For purposes of this Agreement:

"Collateral" has the meaning assigned to it by Section 2.1 hereof.

"Copyrights" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all United States and foreign copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

"Licenses" means, with respect to any Person, all of such Person's right, title, and interest in and to (a) any and all licensing agreements or similar arrangements in which such Person is or becomes licensed (or grants or permits whether now or in the future, a license) to use a Patent, Copyright or Trademark, including without limitation those licenses granted under any Assigned Contracts (as defined in the Security Agreement), (b) all income, royalties, damages, claims, and payments now or hereafter

due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (c) all rights to sue for past, present, and future breaches thereof.

"Patents" means, with respect to any Person, all of such Person's right, title, and interest in and to: (a) any and all United States and foreign patents and patent applications; (b) all inventions and improvements described and claimed therein and trade secrets and know-how related thereto; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Proceeds" means all proceeds (as defined in the UCC), and (whether or not included in such definition), (a) whatever is acquired upon the sale, lease, license, exchange, or other disposition of the Collateral or any Excluded Property, (b) whatever is collected on, or distributed on account of, the Collateral or any Excluded Property, (c) rights arising out of the Collateral or any Excluded Property, (d) claims arising out of the loss, nonconformity, or interference with the use of, defects or infringement of rights in, or damage to the Collateral or any Excluded Property, (e) proceeds of insurance, including insurance payable by reason of the loss or nonconformity of, defects or infringement of rights in, or damage to the Collateral or any Excluded Property, and (f) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral or any Excluded Property.

"Related IP Documents" means, collectively, all documents and things in the Company's possession related to the production and sale by such Company, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of such Company in connection with the Patents, Trademarks, Copyrights or Licenses.

"Trademarks" means, with respect to any Person, all of such Person's right, title, and interest in and to the following: (a) all United States and foreign trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Texas or, where applicable as to specific items or types of Collateral, any other relevant state.

1.2. Other Definitional Provisions. Capitalized terms not otherwise defined herein have the meaning specified in the Credit Agreement, and, to the extent of any conflict, terms as defined herein shall control (provided, that a more expansive or explanatory definition shall not be deemed a conflict). Terms defined in the UCC which are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the

corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or any other Loan Document, as applicable), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement unless another document or law is specifically referenced, and (e) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. This Agreement is a Loan Document.

2. GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. To secure payment and performance of the Obligations, the Company hereby grants to the Secured Party, for the benefit of the Secured Party and the other Secured Creditors, a security interest in all of such Company's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the "Collateral"):

- (a) all Copyrights, including, without limitation, Copyrights listed on Exhibit A hereto;
- (b) all Trademarks, including, without limitation, the Trademarks listed on Exhibit B hereto;
- (c) all Licenses;
- (d) all Patents, including, without limitation, the Patents listed on Exhibit C hereto;
- (e) the goodwill of such Company's business connected with the use of and symbolized by the Trademarks;
- (f) the Related IP Documents; and
- (g) all products and Proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

Notwithstanding the foregoing, "Collateral" shall not include any "Excluded Property" as defined in the Credit Agreement.

2.2. Security Agreement. This Agreement has been executed and delivered by the Company for the purpose of registering the security interest of Secured Party in the Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable office or agency. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to the Secured Party pursuant to the Security Agreement, and the Company hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the Lien in the

Collateral made and 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. MISCELLANEOUS

3.1. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Company, the Secured Party and the Secured Creditors and their respective successors and assigns, except that the Company shall not have the right to assign its respective rights or obligations under this Agreement or any interest herein, without the prior written consent of the Secured Party.

3.2. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.3. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by the Company and the Secured Party. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

3.4. CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS.

3.5. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

3.6. MLB and MiLB Baseball Requirements. This Agreement is subject to Section 8.19 of the Credit Agreement.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

COMPANY:

FRISCO ROUGHRIDERS LP,
a Texas limited partnership

By: FRISCO ROUGHRIDERS GP INC.,
a Texas corporation, its General Partner



By: _____
Name: Chuck Greenberg
Title: Chief Executive Officer

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was ACKNOWLEDGED before me on Aug. 19, 2014, by CHUCK GREENBERG, the CHIEF EXECUTIVE OFFICER of FRISCO ROUGHRIDERS GP INC., a Texas corporation, the general partner of FRISCO ROUGHRIDERS LP, a Texas limited partnership, on behalf of said partnership.

[SEAL]

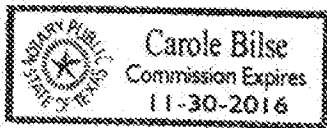


Notary Public - State of Texas

My Commission Expires:
11-30-2016

CAROLE BILSE

Printed Name of Notary Public



SECURED PARTY:

INDEPENDENT BANK

By: Matt Duncan
Name: Matt Duncan
Title: Senior Vice President

STATE OF TEXAS
COUNTY OF Collin

§
§
§

~~This instrument was acknowledged~~ KIM A. BASHI
DUNCAN, Senior Vice President of INDEPENDENT BANK.
Notary Public, State of Texas
[SEAL] My Commission Expires SEPTEMBER 28, 2014
My Commission Expires: 9-28-2014
Kim A. Bash
Notary Public - State of Texas
Kim A. Bash
Printed Name of Notary Public

EXHIBIT A
COPYRIGHTS

None

EXHIBIT B
TRADEMARKS

Name of Owner	Trademark	Registration Number
Frisco RoughRiders LP	DAISY	U.S. Reg. No. 3579639
Frisco RoughRiders LP	FRISCO ROUGHRIDERS	U.S. Reg. No. 2819590
Frisco RoughRiders LP	FRISCO ROUGHRIDERS & Design	U.S. Reg. No. 2853394
Frisco RoughRiders LP	FRISCO ROUGHRIDERS & Design	U.S. Reg. No. 2855849
Frisco RoughRiders LP	RR & Design	U.S. Reg. No. 3361537

EXHIBIT C

PATENTS

None