

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM317422

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
National Pro Grid League LLC		09/08/2014	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Ryan Schaper
<b>Street Address:</b>	2072 Jefferson Street
<b>City:</b>	San Francisco
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94123
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES
<b>Name:</b>	Cookiejar Capital LLC
<b>Street Address:</b>	862 Hartzell Street
<b>City:</b>	Pacific Palisades
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90272
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES
<b>Name:</b>	EMS Technologies, LLC
<b>Street Address:</b>	2134 Espey Court, Suite #7
<b>City:</b>	Crofton
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	21114
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: UNITED STATES

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
<b>Serial Number:</b>	86189766	NPFL
<b>Serial Number:</b>	86327061	NATIONAL PRO GRID LEAGUE
<b>Serial Number:</b>	86352241	NPGL
<b>Serial Number:</b>	86327172	NPGL
<b>Serial Number:</b>	86333704	GRID: FASTER TOGETHER
<b>Serial Number:</b>	86309576	GRID
<b>Serial Number:</b>	86294700	BOSTON IRON

**TRADEMARK**

Property Type	Number	Word Mark
Serial Number:	86294705	LA REIGN
Serial Number:	86294708	PHOENIX RISE
Serial Number:	86294710	DC BRAWLERS
Serial Number:	86294713	PHILADELPHIA FOUNDERS
Serial Number:	86294717	SAN FRANCISCO FIRE
Serial Number:	86294721	NY RHINOS
Serial Number:	86295295	FIRE SAN FRANCISCO
Serial Number:	86300252	MIAMI SURGE
Serial Number:	86301396	PHOENIX RISE
Serial Number:	86304515	MIAMI SURGE
Serial Number:	86305572	FOUNDERS PHILADELPHIA
Serial Number:	86305576	F
Serial Number:	86305568	LEAD ME FORWARD
Serial Number:	86333708	BOSTON IRON
Serial Number:	86333735	DC BRAWLERS
Serial Number:	86339939	LOS ANGELES REIGN
Serial Number:	86340476	NEW YORK RHINOS

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 503-802-5533

**Email:** ryan.lowe@immixlaw.com

**Correspondent Name:** Immix Law Group

**Address Line 1:** 121 SW Salmon Street, Suite 1000

**Address Line 4:** Portland, OREGON 97204

<b>ATTORNEY DOCKET NUMBER:</b>	NPGL TMS
<b>NAME OF SUBMITTER:</b>	Ryan Lowe, Attorney
<b>SIGNATURE:</b>	/Ryan Lowe/
<b>DATE SIGNED:</b>	09/18/2014

**Total Attachments: 27**

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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made effective this 8<sup>th</sup> day of September, 2014, by NATIONAL PRO GRID LEAGUE LLC, a Delaware limited liability company (the “**Debtor**”), in favor of RYAN SCHAPER (the “**Secured Party**”), in consideration of the Secured Party making a loan to the Debtor under the terms stated in the Secured Promissory Note(s) dated effective September 8, 2014 and September 9, 2014 (the “**Note(s)**”). On or about the date of this Security Agreement, the Debtor and the Secured Party have entered into a Secured Promissory Note(s) accompanying this Security Agreement, with terms detailing the Secured Party’s right to repayment and remedies upon the Debtor’s default. On or about the date of this Security Agreement, the Secured Party and certain other creditors of the Debtor have entered into an Intercreditor Agreement (the “**Intercreditor Agreement**”), with terms detailing the relative rights of the parties to that Intercreditor Agreement. The Debtor and the Secured Party agree as follows:

1. Security Interest.

a. Grant of Security Interest. The Debtor hereby grants to the Secured Party a security interest in all of the property listed in **Exhibit A** (the “**Collateral**”), whether now owned or hereafter acquired, wherever the Collateral is located, and including (i) all increases, parts, fittings, accessories, equipment and accessions now or hereafter attached thereto or used in connection therewith, and any and all replacements of all or any part thereof; (ii) any profits now or hereafter acquired from or through any of the foregoing; (iii) any products now or hereafter acquired from or through any of the foregoing; and (iv) any and all proceeds received should any of the Collateral be sold, exchanged or otherwise transferred.

b. Secured Obligations. The Collateral shall secure all present and future indebtedness and other obligations of the Debtor to the Secured Party, including without limitation principal and interest owing under the Note(s) to the Secured Party (the “**Obligations**”).

c. Continuation. This Agreement shall create a continuing security interest in the Collateral and shall remain in effect until full payment and performance of the Obligations.

d. Termination. Once the Debtor has fully paid and performed the Obligations, the security interest granted by this Security Agreement shall terminate and all rights to the Collateral shall revert to the Debtor. At that time, the Secured Party, at the Debtor’s request and expense, will execute and deliver to the Debtor any documents reasonably requested by the Debtor to evidence such termination.

e. Perfection. The Debtor hereby authorizes the Secured Party to file, and agrees to execute upon request, any financing statement necessary to perfect the security interest granted by this Security Agreement, or to file this Security Agreement as a financing statement. The Debtor shall execute and deliver to the Secured Party all other agreements, certificates, and forms that the Secured Party requires in order to perfect the security interest granted by this Security Agreement and to deliver to the Secured Party upon request any Collateral in which the Secured Party’s security interest may be perfected by possession.

2. Collateral.

a. Title. The Debtor has clear and unencumbered title to the Collateral, except for the security interest granted by this Security Agreement. The Debtor shall at all times keep the Collateral free from any other liens, security interests, or encumbrances. The Debtor shall not permit the execution,

filing, or recording of any financing statement or lien instrument in favor of any person other than the Secured Party, covering any portion of the Collateral. The Debtor shall give the Secured Party prompt written notice of any action by a third party attempting to obtain possession of or an interest in the Collateral.

b. Location. Except in the ordinary course of business, the Debtor shall keep the Collateral and all records concerning the Collateral at the Debtor's principal place of business. Except in the ordinary course of business, the Debtor shall not remove or allow anyone else to remove any of the Collateral or the Collateral's records from that location without prior written notice to the Secured Party.

c. Use. The Debtor shall use the Collateral for business purposes. Except as to Collateral delivered to the Secured Party pursuant to Section 1.e above, the Debtor is entitled to possession of the Collateral as long as the Debtor is not in default under the Obligations. The Debtor shall use the Collateral in a careful and prudent manner, maintain the Collateral in good repair, pay all taxes and other charges when due and defend the Collateral against any claims, for as long as this Security Agreement is in force. The Debtor shall not use the Collateral in a manner that violates any statute or ordinance, or any insurance policy covering the Collateral.

d. Inspection. The Secured Party has the right to enter upon any premises in which the Collateral is located, at any reasonable time, for the purpose of inspecting the Collateral, with or without prior notice to the Debtor.

e. Disposal. The Debtor shall not sell, assign, destroy, or otherwise dispose of any substantial part of the Collateral, other than inventory sold in the ordinary course of business, without the Secured Party's prior written consent. If any part of the Collateral is receivables, the Debtor shall not compromise, settle, or adjust any receivable, or renew or extend the time of payment, without the Secured Party's prior written consent.

f. Substitutions. The Secured Party shall not unreasonably withhold its consent to disposal of the Collateral if the Debtor provides the Secured Party with unencumbered replacement collateral which the Secured Party determines, in its sole discretion, is of equal suitability and worth.

3. Insurance. The Debtor shall maintain property insurance on the Collateral in an amount, against such risks, and issued by insurers satisfactory to the Secured Party. The Secured Party may require that each policy contain a lender's loss payable endorsement providing that: (a) the insurer will pay all losses directly to the Secured Party as loss payee; (b) the insurer will have no recourse against the Secured Party for payment of premiums or other amounts; and (c) the policy may not be canceled without thirty (30) days written notice to the Secured Party. The Debtor shall deliver to the Secured Party insurance certificates evidencing compliance with this paragraph.

4. Remedial Advances. The Secured Party may pay, but is not obligated to pay, any taxes, liens, or other encumbrances, any insurance premiums, or the cost of any repairs or maintenance on or to the Collateral, or perform or cause performance of any other agreement contained in this Security Agreement, at the Debtor's expense. The Secured Party's payment or performance shall not create any future obligation to the Debtor or relieve the Debtor from any default arising from the Debtor's failure to pay or perform.

5. Defaults. It shall be an event of default under this Security Agreement if an event of default (as laid out in Section 3 of the Note(s)) occurs, or if the Debtor breaches a term of this Security Agreement and such breach remains unremedied for a period of five (5) business days after the Debtor received written notice of such breach from the Secured Party (an "**Event of Default**").

6. The Secured Party's Remedies.

a. Upon Default. If an Event of Default occurs, the Secured Party may without notice or demand to the Debtor do any or all of the following: (i) declare all amounts secured by the Collateral immediately due and payable; (ii) enter the premises where the Collateral is located and take immediate possession of the Collateral, or make the Collateral unusable; (iii) require the Debtor to make the Collateral available to the Secured Party at a mutually convenient place; and (iv) exercise any of the rights and remedies of a secured party granted by law.

b. After Repossession. After the Secured Party repossesses the Collateral, the Secured Party may retain the Collateral in satisfaction of all or part of the Obligations, or may sell all or part of the Collateral, in one or more parcels, at a public or private sale. The Secured Party may conduct such sale at any reasonable location, for such price in cash, on credit, for future delivery or under such other terms as are commercially reasonable. The Debtor agrees that at least ten (10) days' notice to the Debtor of the time and place of any public sale, or the time after which any private sale is to be made, is reasonable notification.

c. Collection of Receivables. If any receivables are Collateral, the Secured Party may enforce their collection and adjust, settle, or compromise the amount of their payment in the same manner and to the same extent as the Debtor might have done.

d. Applications of Proceeds. The Secured Party shall apply the cash proceeds it receives from the Collateral in the following order: (i) to the Secured Party's costs of repossessing, carrying and selling the Collateral; (ii) to the Secured Party's attorneys' fees and other legal expenses; (iii) to the amounts due under the Note(s) and any security documents; and (iv) only if any cash proceeds remain unapplied, to the Debtor.

e. Deficiency. If the proceeds of the Collateral are not sufficient to fully repay the Obligations, the Debtor shall remain liable for all unpaid amounts.

7. No Waiver. The Secured Party's failure to take any of the actions available to it after the occurrence of an Event of Default shall not affect the Secured Party's right to later pursue any or all of its remedies against the Debtor with regard to that Event of Default. The Secured Party's waiver of its rights in regard to one Event of Default shall not affect the Secured Party's rights or remedies upon the occurrence of any later or other Event of Default.

8. Indemnification. The Debtor agrees to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, demands, losses, judgments, and liabilities (including penalties) of every kind or nature arising from or related to the Collateral or this Security Agreement ("Claims"). The Secured Party reserves the right, at the Debtor's expense, to assume the exclusive defense and control of any matter for which the Debtor is required to indemnify the Secured Party. The Debtor will reimburse the Secured Party for all costs and attorneys' fees incurred in relation to such Claims.

9. Costs and Attorneys' Fees. The Debtor shall promptly reimburse the Secured Party for all reasonable costs and attorneys' fees that the Secured Party incurs in connection with the custody, preservation, use, operation, sale, collection, or other realization of any of the Collateral, or in connection with the Secured Party's exercise or enforcement of any of its rights under this Security Agreement, whether or not legal action is actually instituted. All such costs and attorneys' fees shall bear interest from the date incurred until paid at a rate of ten percent (10%) per year, and are secured by all of the Collateral.

10. Notices. All notices, demands or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, by reputable overnight carrier or sent by registered or certified mail, postage prepaid, addressed to each party. If mailed, any notice, demand or other communication shall be deemed to have been given or made when mailed. Any party may by notice change the address to which notice or other communications to it are to be delivered or mailed.

11. Other Documents. The Debtor shall execute any other documents and take any further actions as the Secured Party shall reasonably request to give effect to this Security Agreement, to perfect the Secured Party's security interest in the Collateral or to enable the Secured Party to exercise its rights and remedies with respect to any Collateral.

12. Other Parties. Except as provided in the Intercreditor Agreement, nothing in this Security Agreement shall be construed as giving any person or entity, other than the Debtor or the Secured Party, any right, remedy, or claim under or in relation to this Security Agreement.

13. Successors. This Security Agreement is binding upon and shall inure to the benefit of the Debtor and the Secured Party, and their respective transferees, successors, permitted assigns, heirs, and legal representatives.

14. Survival. All of the Debtor's representations, warranties, and agreements contained in this Security Agreement shall survive until all amounts due under the Obligations are paid in full.

15. Validity. If a court of competent jurisdiction determines that any portion of this Security Agreement is invalid or unenforceable, that determination shall not affect the validity or enforceability of the remaining provisions of this Security Agreement.

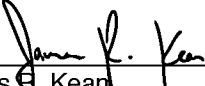
16. Applicable Law. This Security Agreement shall be governed by, construed, and enforced under the laws of the State of California, without regard to principles of conflicts of law. The terms and conditions of this Security Agreement shall be read in conjunction with the Note(s) and the Intercreditor Agreement. To the extent any conflict exists between this Security Agreement, the Note(s), and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control, followed by the Security Agreement, and then the Note(s).

17. Assignments. Subject to the terms of the Intercreditor Agreement, the Secured Party may assign all or part of this Security Agreement without notifying the Debtor and without affecting the Debtor's liability under this Security Agreement. The Debtor shall not assign this Security Agreement without the Secured Party's prior written consent.

18. No Oral Agreements. No oral agreement to waive or modify any term of this Security Agreement will be effective. Subject to the terms of the Intercreditor Agreement, any such waiver or modification must be in writing signed by the Secured Party.

IN WITNESS WHEREOF, this Security Agreement has been executed and delivered as of the date first above written.

**THE DEBTOR:**  
**NATIONAL PRO GRID LEAGUE LLC**

By:   
Name: James E. Kean  
Title: President

**EXHIBIT A**

All property that is now or hereafter at any time used in connection with, relates to or arises as a result of the operation of the business known as National Pro Grid League, including the following: (i) all of Debtor's inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any times covering or representing any of said property; (ii) all of Debtor's accounts, accounts receivable, contract receivables, contract rights, and other rights to receive payment of money, notes, drafts, acceptances, instruments, chattel paper, licenses, leases, trade secret rights, and general intangibles, including patent, trademarks, brand goodwill, trade styles, trade names, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now and hereafter existing or arising; and (iii) all of Debtor's equipment, including all property listed below, vehicles, machinery, fixtures, and other goods used in the conduct of Debtor's business, now owned or hereafter acquired; together with (a) all increases, parts, fittings, accessories, equipment and accessions now or hereafter attached thereto or used in connection therewith, and any and all replacements of all or any part thereof; (b) any profits now or hereafter acquired from or through any of the foregoing; (c) any products now or hereafter acquired from or through any of the foregoing; and (d) any and all proceeds received should any of the foregoing be sold, exchanged or otherwise transferred.

**Hardware Assets**

Vendor	Name	Group	Sub Group	Model #	Serial #
Acer	Acer Chromebook 1	Computer	Laptop	C710-2856	NUSH7AA016349119683400
Acer	Acer Chromebook 10	Computer	Laptop	C710-2856	NUSH7AA016349122133400
Acer	Acer Chromebook 11	Computer	Laptop	C710-2856	NUSH7AA016349119C53400
Acer	Acer Chromebook 12	Computer	Laptop	C720-2827	NXSHEAA011404030637600
Acer	Acer Chromebook 13	Computer	Laptop	C720-2827	NXSHEAA011404029F87600
Acer	Acer Chromebook 2	Computer	Laptop	C710-2856	NUSH7AA0163491176F3400
Acer	Acer Chromebook 3	Computer	Laptop	C710-2856	NUSH7AA016350023C73400
Acer	Acer Chromebook 4	Computer	Laptop	C710-2856	NUSH7AA016350026863400
Acer	Acer Chromebook 5	Computer	Laptop	C710-2856	NUSH7AA0163491158B3400
Acer	Acer Chromebook 6	Computer	Laptop	C710-2856	NUSH7AA0163491182B3400
Acer	Acer Chromebook 7	Computer	Laptop	C710-2856	NUSH7AA01634844D8D3400
Acer	Acer Chromebook 8	Computer	Laptop	C710-2856	NUSH7AA0163500266B3400
Acer	Acer Chromebook 9	Computer	Laptop	C710-2856	NUSH7AA0163484E4E83400
APC	APC Surge Protector 1	Power	Power strip	P8T3	7Z1340L09834
APC	APC Surge Protector 2	Power	Power strip	P8T3	7Z1349L26632



APC	APC Surge Protector 3	Power	Power strip	P8T3	7Z1340L09844
APC	APC Surge Protector 4	Power	Power strip	P8T3	7Z1349L26662
APC	APC Surge Protector 5	Power	Power strip	P8T3	7Z1349L26635
APC	APC UPS Edit A	Power	Battery Backup		
APC	APC UPS Edit B	Power	Battery Backup		
Apple	iMac	Computer	Desktop	A1419	C02M90R5FLHH
Apple	iPad Mini 1	Tablet	iPad	MD531LL/A	F7QLWYCF196
Apple	iPad Mini 2	Tablet	iPad	MD531LL/A	F7QLWX47F196
Apple	iPad Mini Stand 1	Accessory	iPad Accessory	JAS mini	-
Apple	iPad Mini Stand 2	Accessory	iPad Accessory	JAS mini	-
Apple	Mac Mini Server	Computer	Desktop	A1347	D2HMJ00XF9VY
Apple	Mac Pro "Edit A"	Computer	Laptop	ME253LL/A	F5KML0LWF9VM
Apple	Mac Pro "Edit B"	Computer	Laptop	ME253LL/A	ME253LL/A
Apple	Macbook Pro 1	Computer	Laptop	A1398	C02M84AJFD57
Apple	Macbook Pro 2	Computer	Laptop	A1398	C02M84AZFD57
Apple	Thunderbolt Cable	Cable			
AT&T	AT&T Hot Spot 1	Networking	Hot Spot	AT&T Unite 346A	89014103276848700000
AT&T	AT&T Hot Spot 2	Networking	Hot Spot	AT&T Unite	89014103276848700000
ATT	ATT Netgear	Networking	Hot Spot	UNITE - 437E	-
ATT	ATT Netgear	Networking	Hot Spot	UNITE - ____	
Atto	Atto SAS Card 1	Accessory			
CyberPower	CyberPower Battery Backup 1	Power	Battery Backup	LX1325G	-
CyberPower	CyberPower Battery Backup 2	Power	Battery Backup	LX1325G	-
Eclipse	Eclipse Network Service Kit 1	Networking	Tools	902-347	-
Epson	Epson LCD Projector	Video	Projector	H552A	TU8K3Y01726
Hewlett Packard	Officejet Pro 6700	Printer	HP Printer	Officejet Pro 6700	CN42JDR0TS
Hewlett Packard	Officejet Pro 8600 Plus	Printer	HP Printer	Officejet Pro 8600 Plus	CN3BEE4KCW
Hewlett Packard	Officejet Pro 8600 Plus	Printer	HP Printer	Officejet Pro 8600 Plus	CN42JDR0TS
Hewlett Packard	Officejet Pro X476dw	Printer	HP Printer	Officejet Pro X476dw	CN3BPGJ04Q
Lacie	LaCie Rugged USB3 2TB HD 1	Hard Drive	USB & Thunder Harddrive	USB35400	16171405082229QR

Lacie	LaCie Rugged USB3 2TB HD 2	Hard Drive	USB & Thunder Harddrive	USB35400	16171405082241QR
M-Audio	M-Audio Speaker 1	Audio	Computer Speaker		
M-Audio	M-Audio Speaker 2	Audio	Computer Speaker		
M-Audio	M-Audio Speaker 3	Audio	Computer Speaker		
Matrox	Matrox TB H.264 Encoder	Video			
Netgear	Netgear ProSafe 8 port switch 1	Networking	Switch	GS108	21623B39683A6
Netgear	Netgear ProSafe 8 port switch 2	Networking	Switch	GS108	2162453V5051C
Netgear	Netgear ProSafe 8 port switch 3	Networking	Switch	GS108	2162423W52964
Netgear	Netgear ProSafe 8 port switch 4	Networking	Switch	GS108	21623B3T68432
Netgear	Netgear ProSafe 8 port switch 5	Networking	Switch	GS108	216245375056D
Netgear	Netgear ProSafe 8 port switch 6	Networking	Switch	GS108	21624236527B9
Netgear	Netgear ProSafe 8 port switch 7	Networking	Switch	GS108	21624238527BB
Netgear	Netgear ProSafe 8 port switch 8	Networking	Switch	GS108	21623B3U68433
Polaroid	Polaroid 19" LED TV	Monitor		19GSR3000	811489021901
Promise	Promise R8 Raid	Accessory		R8	QW0043020770
Quantum	LTO 6 Tape Drive	Accessory		TF8252-011	HU140715DJ
Samsung	Samsung Galaxy tab3 7" 1	Tablet	Android Tablet		RF2F22MJP3D
Samsung	Samsung Galaxy tab3 7" 2	Tablet	Android Tablet	SM-210R	RF2F22H6XLZ
Samsung	Samsung Galaxy tab3 7" 3	Tablet	Android Tablet	SM-T110	RF2F22MJP3D
Samsung	Samsung Galaxy tab3 7" 4	Tablet	Android Tablet	SM-T110	RF2F22JWRZJ
Samsung	Samsung Galaxy tab3 7" 5	Tablet	Android Tablet	SM-T110	RF2F22EKLNX
Samsung	Samsung Galaxy tab3 7" 6	Tablet	Android Tablet	SM-210R	RF2F31LTBZR
Samsung	Samsung Galaxy tab3 7" 7	Tablet	Android Tablet	SM-210R	RF2F31C6C5R
Sonnet	Sonnet Server Rack	Rack			
Sony	Sony MD-7506 Headphones 1	Audio	Headphones	Sony- MD7506	
Sony	Sony MD-7506 Headphones 2	Audio	Headphones	Sony- MD7506	

Sony	Sony MD-7506 Headphones 3	Audio	Headphones	Sony-MD7506	
TC Electric	TC Electric Level Pilot 1	Audio			
TC Electric	TC Electric Level Pilot 2	Audio			
TC Electric	TC Electric Level Pilot 3	Audio			
TP-Link	TP-LINK POE Adapter Kit 1	Networking	POE	TL-POE200	13198302379
TP-Link	TP-LINK POE Adapter Kit 2	Networking	POE	TL-POE200	12C71101081
Tripplite	Tripplite Rack Mount UPS	Power	Power Strip		
Verizon	Verizon Jetpack 1	Networking	Hot Spot	MiFi 5510L	990003312227826
Verizon	Verizon Jetpack 2	Networking	Hot Spot	MiFi 5510L	990003312267996
Viewsonic	Viewsonic 24" Monitor 1	Monitor	Computer Monitor	VS15453	TST134806401
Viewsonic	Viewsonic 24" Monitor 2	Monitor	Computer Monitor	VS15453	TST134806372
Viewsonic	Viewsonic 24" Monitor 3	Monitor	Computer Monitor	VS15453	TST134806372
Viewsonic	Viewsonic 24" Monitor 4	Monitor	Computer Monitor	VS15453	TST134806024
Viewsonic	Viewsonic 24" Monitor 5	Monitor	Computer Monitor	VS15453	TST134804771
Viewsonic	Viewsonic 24" Monitor 6	Monitor	Computer Monitor	VS15453	TST134806399
Western Digital	2TB Hardrive 1	Hard Drive	USB Hardrive	My Passport	WX21AA3X6461
Western Digital	2TB Hardrive 2	Hard Drive	USB Hardrive	My Passport	WXD1A14W1361
Western Digital	2TB Hardrive 3	Hard Drive	USB Hardrive	My Passport	WXD1A14W0359
	Equipment Rack	Rack			
	Keyboard and Magic Mouse 1	Accessory	Mice / Keyboard		
	Keyboard and Magic Mouse 2	Accessory	Mice / Keyboard		
	Keyboard and Mouse	Accessory	Mice / Keyboard		
	Verizon Jetpack 3	Networking	Hot Spot	MiFi 5510L	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	

SKB	3 - Shock Mount Case - 6U Rack	Accessory			
SKB	4 - Shock Mount Case - 8 U rack	Accessory			
Teradeck	6 - Slice Rack Mount HD-SDI Encoder	Computer	Streaming Server		
Netgear	4 -Netgear Prosafe Gigabit Plus Switch	Networking	Switch		
CyberPower	7 - Rackmount UPS	Power	UPS		
	2U Foam Interior Locking Drawer	Accessory			
Asus	15" USB 3.0 Monitor	Monitor			
	3U Foam Drawer	Accessory			
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Teradeck	4 Teradeck Cubes - Backup Streaming	Computer	Streaming Server		

### **Software Assets**

The NPGL custom software includes 2 main pieces of software, which include the functionality described below. The first is a custom content management system that is represented at [NPGL.com](http://NPGL.com). This software has an administration interface that allows the creation of teams and team websites, scheduling, standings, news content, event landing pages to sell tickets, match details that display live streaming and results, as well as athlete management, athlete profiles, and athlete pages.

The second is a custom scoring system that is specific to our sport. There is a function that allows any race and match format to be built and scored. The scoring system is a real-time scoring system that integrates with venue scoring systems, as well as live stream/broadcast scoring graphics. In addition to real-time scoring, the scoring system also updates the website and collects stats that are crucial to fan engagement. There is also an add-on athlete tracker that allows us to track the work the athletes are doing for individual stats.

The source code for the software for both the custom content management system, as well as the scoring system is housed in the cloud on [github.com](https://github.com). It is backed up and access controlled with NPGL maintaining Admin rights.

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made effective this 8<sup>th</sup> day of September, 2014, by NATIONAL PRO GRID LEAGUE LLC, a Delaware limited liability company (the “**Debtor**”), in favor of COOKIEJAR CAPITAL LLC (the “**Secured Party**”), in consideration of the Secured Party making a loan to the Debtor under the terms stated in the Secured Promissory Note(s) dated effective September 10, 2014 (the “**Note(s)**”). On or about the date of this Security Agreement, the Debtor and the Secured Party have entered into a Secured Promissory Note(s) accompanying this Security Agreement, with terms detailing the Secured Party’s right to repayment and remedies upon the Debtor’s default. On or about the date of this Security Agreement, the Secured Party and certain other creditors of the Debtor have entered into an Intercreditor Agreement (the “**Intercreditor Agreement**”), with terms detailing the relative rights of the parties to that Intercreditor Agreement. The Debtor and the Secured Party agree as follows:

1. Security Interest.

a. Grant of Security Interest. The Debtor hereby grants to the Secured Party a security interest in all of the property listed in **Exhibit A** (the “**Collateral**”), whether now owned or hereafter acquired, wherever the Collateral is located, and including (i) all increases, parts, fittings, accessories, equipment and accessions now or hereafter attached thereto or used in connection therewith, and any and all replacements of all or any part thereof; (ii) any profits now or hereafter acquired from or through any of the foregoing; (iii) any products now or hereafter acquired from or through any of the foregoing; and (iv) any and all proceeds received should any of the Collateral be sold, exchanged or otherwise transferred.

b. Secured Obligations. The Collateral shall secure all present and future indebtedness and other obligations of the Debtor to the Secured Party, including without limitation principal and interest owing under the Note(s) to the Secured Party (the “**Obligations**”).

c. Continuation. This Agreement shall create a continuing security interest in the Collateral and shall remain in effect until full payment and performance of the Obligations.

d. Termination. Once the Debtor has fully paid and performed the Obligations, the security interest granted by this Security Agreement shall terminate and all rights to the Collateral shall revert to the Debtor. At that time, the Secured Party, at the Debtor’s request and expense, will execute and deliver to the Debtor any documents reasonably requested by the Debtor to evidence such termination.

e. Perfection. The Debtor hereby authorizes the Secured Party to file, and agrees to execute upon request, any financing statement necessary to perfect the security interest granted by this Security Agreement, or to file this Security Agreement as a financing statement. The Debtor shall execute and deliver to the Secured Party all other agreements, certificates, and forms that the Secured Party requires in order to perfect the security interest granted by this Security Agreement and to deliver to the Secured Party upon request any Collateral in which the Secured Party’s security interest may be perfected by possession.

2. Collateral.

a. Title. The Debtor has clear and unencumbered title to the Collateral, except for the security interest granted by this Security Agreement. The Debtor shall at all times keep the Collateral free from any other liens, security interests, or encumbrances. The Debtor shall not permit the execution,

filing, or recording of any financing statement or lien instrument in favor of any person other than the Secured Party, covering any portion of the Collateral. The Debtor shall give the Secured Party prompt written notice of any action by a third party attempting to obtain possession of or an interest in the Collateral.

b. Location. Except in the ordinary course of business, the Debtor shall keep the Collateral and all records concerning the Collateral at the Debtor's principal place of business. Except in the ordinary course of business, the Debtor shall not remove or allow anyone else to remove any of the Collateral or the Collateral's records from that location without prior written notice to the Secured Party.

c. Use. The Debtor shall use the Collateral for business purposes. Except as to Collateral delivered to the Secured Party pursuant to Section 1.e above, the Debtor is entitled to possession of the Collateral as long as the Debtor is not in default under the Obligations. The Debtor shall use the Collateral in a careful and prudent manner, maintain the Collateral in good repair, pay all taxes and other charges when due and defend the Collateral against any claims, for as long as this Security Agreement is in force. The Debtor shall not use the Collateral in a manner that violates any statute or ordinance, or any insurance policy covering the Collateral.

d. Inspection. The Secured Party has the right to enter upon any premises in which the Collateral is located, at any reasonable time, for the purpose of inspecting the Collateral, with or without prior notice to the Debtor.

e. Disposal. The Debtor shall not sell, assign, destroy, or otherwise dispose of any substantial part of the Collateral, other than inventory sold in the ordinary course of business, without the Secured Party's prior written consent. If any part of the Collateral is receivables, the Debtor shall not compromise, settle, or adjust any receivable, or renew or extend the time of payment, without the Secured Party's prior written consent.

f. Substitutions. The Secured Party shall not unreasonably withhold its consent to disposal of the Collateral if the Debtor provides the Secured Party with unencumbered replacement collateral which the Secured Party determines, in its sole discretion, is of equal suitability and worth.

3. Insurance. The Debtor shall maintain property insurance on the Collateral in an amount, against such risks, and issued by insurers satisfactory to the Secured Party. The Secured Party may require that each policy contain a lender's loss payable endorsement providing that: (a) the insurer will pay all losses directly to the Secured Party as loss payee; (b) the insurer will have no recourse against the Secured Party for payment of premiums or other amounts; and (c) the policy may not be canceled without thirty (30) days written notice to the Secured Party. The Debtor shall deliver to the Secured Party insurance certificates evidencing compliance with this paragraph.

4. Remedial Advances. The Secured Party may pay, but is not obligated to pay, any taxes, liens, or other encumbrances, any insurance premiums, or the cost of any repairs or maintenance on or to the Collateral, or perform or cause performance of any other agreement contained in this Security Agreement, at the Debtor's expense. The Secured Party's payment or performance shall not create any future obligation to the Debtor or relieve the Debtor from any default arising from the Debtor's failure to pay or perform.

5. Defaults. It shall be an event of default under this Security Agreement if an event of default (as laid out in Section 3 of the Note(s)) occurs, or if the Debtor breaches a term of this Security Agreement and such breach remains unremedied for a period of five (5) business days after the Debtor received written notice of such breach from the Secured Party (an "**Event of Default**").

6. The Secured Party's Remedies.

a. Upon Default. If an Event of Default occurs, the Secured Party may without notice or demand to the Debtor do any or all of the following: (i) declare all amounts secured by the Collateral immediately due and payable; (ii) enter the premises where the Collateral is located and take immediate possession of the Collateral, or make the Collateral unusable; (iii) require the Debtor to make the Collateral available to the Secured Party at a mutually convenient place; and (iv) exercise any of the rights and remedies of a secured party granted by law.

b. After Repossession. After the Secured Party repossesses the Collateral, the Secured Party may retain the Collateral in satisfaction of all or part of the Obligations, or may sell all or part of the Collateral, in one or more parcels, at a public or private sale. The Secured Party may conduct such sale at any reasonable location, for such price in cash, on credit, for future delivery or under such other terms as are commercially reasonable. The Debtor agrees that at least ten (10) days' notice to the Debtor of the time and place of any public sale, or the time after which any private sale is to be made, is reasonable notification.

c. Collection of Receivables. If any receivables are Collateral, the Secured Party may enforce their collection and adjust, settle, or compromise the amount of their payment in the same manner and to the same extent as the Debtor might have done.

d. Applications of Proceeds. The Secured Party shall apply the cash proceeds it receives from the Collateral in the following order: (i) to the Secured Party's costs of repossessing, carrying and selling the Collateral; (ii) to the Secured Party's attorneys' fees and other legal expenses; (iii) to the amounts due under the Note(s) and any security documents; and (iv) only if any cash proceeds remain unapplied, to the Debtor.

e. Deficiency. If the proceeds of the Collateral are not sufficient to fully repay the Obligations, the Debtor shall remain liable for all unpaid amounts.

7. No Waiver. The Secured Party's failure to take any of the actions available to it after the occurrence of an Event of Default shall not affect the Secured Party's right to later pursue any or all of its remedies against the Debtor with regard to that Event of Default. The Secured Party's waiver of its rights in regard to one Event of Default shall not affect the Secured Party's rights or remedies upon the occurrence of any later or other Event of Default.

8. Indemnification. The Debtor agrees to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, demands, losses, judgments, and liabilities (including penalties) of every kind or nature arising from or related to the Collateral or this Security Agreement ("Claims"). The Secured Party reserves the right, at the Debtor's expense, to assume the exclusive defense and control of any matter for which the Debtor is required to indemnify the Secured Party. The Debtor will reimburse the Secured Party for all costs and attorneys' fees incurred in relation to such Claims.

9. Costs and Attorneys' Fees. The Debtor shall promptly reimburse the Secured Party for all reasonable costs and attorneys' fees that the Secured Party incurs in connection with the custody, preservation, use, operation, sale, collection, or other realization of any of the Collateral, or in connection with the Secured Party's exercise or enforcement of any of its rights under this Security Agreement, whether or not legal action is actually instituted. All such costs and attorneys' fees shall bear interest from the date incurred until paid at a rate of ten percent (10%) per year, and are secured by all of the Collateral.

10. Notices. All notices, demands or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, by reputable overnight carrier or sent by registered or certified mail, postage prepaid, addressed to each party. If mailed, any notice, demand or other communication shall be deemed to have been given or made when mailed. Any party may by notice change the address to which notice or other communications to it are to be delivered or mailed.

11. Other Documents. The Debtor shall execute any other documents and take any further actions as the Secured Party shall reasonably request to give effect to this Security Agreement, to perfect the Secured Party's security interest in the Collateral or to enable the Secured Party to exercise its rights and remedies with respect to any Collateral.

12. Other Parties. Except as provided in the Intercreditor Agreement, nothing in this Security Agreement shall be construed as giving any person or entity, other than the Debtor or the Secured Party, any right, remedy, or claim under or in relation to this Security Agreement.

13. Successors. This Security Agreement is binding upon and shall inure to the benefit of the Debtor and the Secured Party, and their respective transferees, successors, permitted assigns, heirs, and legal representatives.

14. Survival. All of the Debtor's representations, warranties, and agreements contained in this Security Agreement shall survive until all amounts due under the Obligations are paid in full.

15. Validity. If a court of competent jurisdiction determines that any portion of this Security Agreement is invalid or unenforceable, that determination shall not affect the validity or enforceability of the remaining provisions of this Security Agreement.


16. Applicable Law. This Security Agreement shall be governed by, construed, and enforced under the laws of the State of California, without regard to principles of conflicts of law. The terms and conditions of this Security Agreement shall be read in conjunction with the Note(s) and the Intercreditor Agreement. To the extent any conflict exists between this Security Agreement, the Note(s), and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control, followed by the Security Agreement, and then the Note(s).

17. Assignments. Subject to the terms of the Intercreditor Agreement, the Secured Party may assign all or part of this Security Agreement without notifying the Debtor and without affecting the Debtor's liability under this Security Agreement. The Debtor shall not assign this Security Agreement without the Secured Party's prior written consent.

18. No Oral Agreements. No oral agreement to waive or modify any term of this Security Agreement will be effective. Subject to the terms of the Intercreditor Agreement, any such waiver or modification must be in writing signed by the Secured Party.

IN WITNESS WHEREOF, this Security Agreement has been executed and delivered as of the date first above written.

**THE DEBTOR:  
NATIONAL PRO GRID LEAGUE LLC**

By:   
Name: James R. Kean  
Title: President



**EXHIBIT A**

All property that is now or hereafter at any time used in connection with, relates to or arises as a result of the operation of the business known as National Pro Grid League, including the following: (i) all of Debtor's inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any times covering or representing any of said property; (ii) all of Debtor's accounts, accounts receivable, contract receivables, contract rights, and other rights to receive payment of money, notes, drafts, acceptances, instruments, chattel paper, licenses, leases, trade secret rights, and general intangibles, including patent, trademarks, brand goodwill, trade styles, trade names, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now and hereafter existing or arising; and (iii) all of Debtor's equipment, including all property listed below, vehicles, machinery, fixtures, and other goods used in the conduct of Debtor's business, now owned or hereafter acquired; together with (a) all increases, parts, fittings, accessories, equipment and accessions now or hereafter attached thereto or used in connection therewith, and any and all replacements of all or any part thereof; (b) any profits now or hereafter acquired from or through any of the foregoing; (c) any products now or hereafter acquired from or through any of the foregoing; and (d) any and all proceeds received should any of the foregoing be sold, exchanged or otherwise transferred.

**Hardware Assets**

<b>Vendor</b>	<b>Name</b>	<b>Group</b>	<b>Sub Group</b>	<b>Model #</b>	<b>Serial #</b>
Acer	Acer Chromebook 1	Computer	Laptop	C710-2856	NUSH7AA016349119683400
Acer	Acer Chromebook 10	Computer	Laptop	C710-2856	NUSH7AA016349122133400
Acer	Acer Chromebook 11	Computer	Laptop	C710-2856	NUSH7AA016349119C53400
Acer	Acer Chromebook 12	Computer	Laptop	C720-2827	NXSHEAA011404030637600
Acer	Acer Chromebook 13	Computer	Laptop	C720-2827	NXSHEAA011404029F87600
Acer	Acer Chromebook 2	Computer	Laptop	C710-2856	NUSH7AA0163491176F3400
Acer	Acer Chromebook 3	Computer	Laptop	C710-2856	NUSH7AA016350023C73400
Acer	Acer Chromebook 4	Computer	Laptop	C710-2856	NUSH7AA016350026863400
Acer	Acer Chromebook 5	Computer	Laptop	C710-2856	NUSH7AA0163491158B3400
Acer	Acer Chromebook 6	Computer	Laptop	C710-2856	NUSH7AA0163491182B3400
Acer	Acer Chromebook 7	Computer	Laptop	C710-2856	NUSH7AA01634844D8D3400
Acer	Acer Chromebook 8	Computer	Laptop	C710-2856	NUSH7AA0163500266B3400
Acer	Acer Chromebook 9	Computer	Laptop	C710-2856	NUSH7AA0163484E4E83400
APC	APC Surge Protector 1	Power	Power strip	P8T3	7Z1340L09834
APC	APC Surge Protector 2	Power	Power strip	P8T3	7Z1349L26632

APC	APC Surge Protector 3	Power	Power strip	P8T3	7Z1340L09844
APC	APC Surge Protector 4	Power	Power strip	P8T3	7Z1349L26662
APC	APC Surge Protector 5	Power	Power strip	P8T3	7Z1349L26635
APC	APC UPS Edit A	Power	Battery Backup		
APC	APC UPS Edit B	Power	Battery Backup		
Apple	iMac	Computer	Desktop	A1419	C02M90R5FLHH
Apple	iPad Mini 1	Tablet	iPad	MD531LL/A	F7QLWYCF196
Apple	iPad Mini 2	Tablet	iPad	MD531LL/A	F7QLWX47F196
Apple	iPad Mini Stand 1	Accessory	iPad Accessory	JAS mini	-
Apple	iPad Mini Stand 2	Accessory	iPad Accessory	JAS mini	-
Apple	Mac Mini Server	Computer	Desktop	A1347	D2HMJ00XF9VY
Apple	Mac Pro "Edit A"	Computer	Laptop	ME253LL/A	F5KML0LWF9VM
Apple	Mac Pro "Edit B"	Computer	Laptop	ME253LL/A	ME253LL/A
Apple	Macbook Pro 1	Computer	Laptop	A1398	C02M84AJFD57
Apple	Macbook Pro 2	Computer	Laptop	A1398	C02M84AZFD57
Apple	Thunderbolt Cable	Cable			
AT&T	AT&T Hot Spot 1	Networking	Hot Spot	AT&T Unite 346A	89014103276848700000
AT&T	AT&T Hot Spot 2	Networking	Hot Spot	AT&T Unite	89014103276848700000
ATT	ATT Netgear	Networking	Hot Spot	UNITE - 437E	-
ATT	ATT Netgear	Networking	Hot Spot	UNITE - ____	
Atto	Atto SAS Card 1	Accessory			
CyberPower	CyberPower Battery Backup 1	Power	Battery Backup	LX1325G	-
CyberPower	CyberPower Battery Backup 2	Power	Battery Backup	LX1325G	-
Eclipse	Eclipse Network Service Kit 1	Networking	Tools	902-347	-
Epson	Epson LCD Projector	Video	Projector	H552A	TU8K3Y01726
Hewlett Packard	Officejet Pro 6700	Printer	HP Printer	Officejet Pro 6700	CN42JDR0TS
Hewlett Packard	Officejet Pro 8600 Plus	Printer	HP Printer	Officejet Pro 8600 Plus	CN3BEE4KCW
Hewlett Packard	Officejet Pro 8600 Plus	Printer	HP Printer	Officejet Pro 8600 Plus	CN42JDR0TS
Hewlett Packard	Officejet Pro X476dw	Printer	HP Printer	Officejet Pro X476dw	CN3BPGJ04Q
Lacie	LaCie Rugged USB3 2TB HD 1	Hard Drive	USB & Thunder Harddrive	USB35400	16171405082229QR

Lacie	LaCie Rugged USB3 2TB HD 2	Hard Drive	USB & Thunder Harddrive	USB35400	16171405082241QR
M-Audio	M-Audio Speaker 1	Audio	Computer Speaker		
M-Audio	M-Audio Speaker 2	Audio	Computer Speaker		
M-Audio	M-Audio Speaker 3	Audio	Computer Speaker		
Matrox	Matrox TB H.264 Encoder	Video			
Netgear	Netgear ProSafe 8 port switch 1	Networking	Switch	GS108	21623B39683A6
Netgear	Netgear ProSafe 8 port switch 2	Networking	Switch	GS108	2162453V5051C
Netgear	Netgear ProSafe 8 port switch 3	Networking	Switch	GS108	2162423W52964
Netgear	Netgear ProSafe 8 port switch 4	Networking	Switch	GS108	21623B3T68432
Netgear	Netgear ProSafe 8 port switch 5	Networking	Switch	GS108	216245375056D
Netgear	Netgear ProSafe 8 port switch 6	Networking	Switch	GS108	21624236527B9
Netgear	Netgear ProSafe 8 port switch 7	Networking	Switch	GS108	21624238527BB
Netgear	Netgear ProSafe 8 port switch 8	Networking	Switch	GS108	21623B3U68433
Polaroid	Polaroid 19" LED TV	Monitor		19GSR3000	811489021901
Promise	Promise R8 Raid	Accessory		R8	QW0043020770
Quantum	LTO 6 Tape Drive	Accessory		TF8252-011	HU140715DJ
Samsung	Samsung Galaxy tab3 7" 1	Tablet	Android Tablet		RF2F22MJP3D
Samsung	Samsung Galaxy tab3 7" 2	Tablet	Android Tablet	SM-210R	RF2F22H6XLZ
Samsung	Samsung Galaxy tab3 7" 3	Tablet	Android Tablet	SM-T110	RF2F22MJP3D
Samsung	Samsung Galaxy tab3 7" 4	Tablet	Android Tablet	SM-T110	RF2F22JWRZJ
Samsung	Samsung Galaxy tab3 7" 5	Tablet	Android Tablet	SM-T110	RF2F22EKLNX
Samsung	Samsung Galaxy tab3 7" 6	Tablet	Android Tablet	SM-210R	RF2F31LTBZR
Samsung	Samsung Galaxy tab3 7" 7	Tablet	Android Tablet	SM-210R	RF2F31C6C5R
Sonnet	Sonnet Server Rack	Rack			
Sony	Sony MD-7506 Headphones 1	Audio	Headphones	Sony- MD7506	
Sony	Sony MD-7506 Headphones 2	Audio	Headphones	Sony- MD7506	

Sony	Sony MD-7506 Headphones 3	Audio	Headphones	Sony-MD7506	
TC Electric	TC Electric Level Pilot 1	Audio			
TC Electric	TC Electric Level Pilot 2	Audio			
TC Electric	TC Electric Level Pilot 3	Audio			
TP-Link	TP-LINK POE Adapter Kit 1	Networking	POE	TL-POE200	13198302379
TP-Link	TP-LINK POE Adapter Kit 2	Networking	POE	TL-POE200	12C71101081
Tripplite	Tripplite Rack Mount UPS	Power	Power Strip		
Verizon	Verizon Jetpack 1	Networking	Hot Spot	MiFi 5510L	990003312227826
Verizon	Verizon Jetpack 2	Networking	Hot Spot	MiFi 5510L	990003312267996
Viewsonic	Viewsonic 24" Monitor 1	Monitor	Computer Monitor	VS15453	TST134806401
Viewsonic	Viewsonic 24" Monitor 2	Monitor	Computer Monitor	VS15453	TST134806372
Viewsonic	Viewsonic 24" Monitor 3	Monitor	Computer Monitor	VS15453	TST134806372
Viewsonic	Viewsonic 24" Monitor 4	Monitor	Computer Monitor	VS15453	TST134806024
Viewsonic	Viewsonic 24" Monitor 5	Monitor	Computer Monitor	VS15453	TST134804771
Viewsonic	Viewsonic 24" Monitor 6	Monitor	Computer Monitor	VS15453	TST134806399
Western Digital	2TB Hardrive 1	Hard Drive	USB Hardrive	My Passport	WX21AA3X6461
Western Digital	2TB Hardrive 2	Hard Drive	USB Hardrive	My Passport	WXD1A14W1361
Western Digital	2TB Hardrive 3	Hard Drive	USB Hardrive	My Passport	WXD1A14W0359
	Equipment Rack	Rack			
	Keyboard and Magic Mouse 1	Accessory	Mice / Keyboard		
	Keyboard and Magic Mouse 2	Accessory	Mice / Keyboard		
	Keyboard and Mouse	Accessory	Mice / Keyboard		
	Verizon Jetpack 3	Networking	Hot Spot	MiFi 5510L	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	

SKB	3 - Shock Mount Case - 6U Rack	Accessory			
SKB	4 - Shock Mount Case - 8 U rack	Accessory			
Teradeck	6 - Slice Rack Mount HD-SDI Encoder	Computer	Streaming Server		
Netgear	4 -Netgear Prosafe Gigabit Plus Switch	Networking	Switch		
CyberPower	7 - Rackmount UPS	Power	UPS		
	2U Foam Interior Locking Drawer	Accessory			
Asus	15" USB 3.0 Monitor	Monitor			
	3U Foam Drawer	Accessory			
Apple	20 Macbook Laptops (scoring)	Computer	Laptop		
Kuzy	Rubber laptop Cases	Accessory			
Apple	iPad's for athlete tracker - iPad retina in Otterbox case	Computer	Tablet		
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## SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made effective this 8<sup>th</sup> day of September, 2014, by NATIONAL PRO GRID LEAGUE LLC, a Delaware limited liability company (the “**Debtor**”), in favor of EMS TECHNOLOGIES, LLC (the “**Secured Party**”), in consideration of the Secured Party making a loan to the Debtor under the terms stated in the Secured Promissory Note(s) dated effective September 8, 2014 (the “**Note(s)**”). On or about the date of this Security Agreement, the Debtor and the Secured Party have entered into a Secured Promissory Note(s) accompanying this Security Agreement, with terms detailing the Secured Party’s right to repayment and remedies upon the Debtor’s default. On or about the date of this Security Agreement, the Secured Party and certain other creditors of the Debtor have entered into an Intercreditor Agreement (the “**Intercreditor Agreement**”), with terms detailing the relative rights of the parties to that Intercreditor Agreement. The Debtor and the Secured Party agree as follows:

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c. Continuation. This Agreement shall create a continuing security interest in the Collateral and shall remain in effect until full payment and performance of the Obligations.

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2. Collateral.

a. Title. The Debtor has clear and unencumbered title to the Collateral, except for the security interest granted by this Security Agreement. The Debtor shall at all times keep the Collateral free from any other liens, security interests, or encumbrances. The Debtor shall not permit the execution,

filing, or recording of any financing statement or lien instrument in favor of any person other than the Secured Party, covering any portion of the Collateral. The Debtor shall give the Secured Party prompt written notice of any action by a third party attempting to obtain possession of or an interest in the Collateral.

b. Location. Except in the ordinary course of business, the Debtor shall keep the Collateral and all records concerning the Collateral at the Debtor's principal place of business. Except in the ordinary course of business, the Debtor shall not remove or allow anyone else to remove any of the Collateral or the Collateral's records from that location without prior written notice to the Secured Party.

c. Use. The Debtor shall use the Collateral for business purposes. Except as to Collateral delivered to the Secured Party pursuant to Section 1.e above, the Debtor is entitled to possession of the Collateral as long as the Debtor is not in default under the Obligations. The Debtor shall use the Collateral in a careful and prudent manner, maintain the Collateral in good repair, pay all taxes and other charges when due and defend the Collateral against any claims, for as long as this Security Agreement is in force. The Debtor shall not use the Collateral in a manner that violates any statute or ordinance, or any insurance policy covering the Collateral.

d. Inspection. The Secured Party has the right to enter upon any premises in which the Collateral is located, at any reasonable time, for the purpose of inspecting the Collateral, with or without prior notice to the Debtor.

e. Disposal. The Debtor shall not sell, assign, destroy, or otherwise dispose of any substantial part of the Collateral, other than inventory sold in the ordinary course of business, without the Secured Party's prior written consent. If any part of the Collateral is receivables, the Debtor shall not compromise, settle, or adjust any receivable, or renew or extend the time of payment, without the Secured Party's prior written consent.

f. Substitutions. The Secured Party shall not unreasonably withhold its consent to disposal of the Collateral if the Debtor provides the Secured Party with unencumbered replacement collateral which the Secured Party determines, in its sole discretion, is of equal suitability and worth.

3. Insurance. The Debtor shall maintain property insurance on the Collateral in an amount, against such risks, and issued by insurers satisfactory to the Secured Party. The Secured Party may require that each policy contain a lender's loss payable endorsement providing that: (a) the insurer will pay all losses directly to the Secured Party as loss payee; (b) the insurer will have no recourse against the Secured Party for payment of premiums or other amounts; and (c) the policy may not be canceled without thirty (30) days written notice to the Secured Party. The Debtor shall deliver to the Secured Party insurance certificates evidencing compliance with this paragraph.

4. Remedial Advances. The Secured Party may pay, but is not obligated to pay, any taxes, liens, or other encumbrances, any insurance premiums, or the cost of any repairs or maintenance on or to the Collateral, or perform or cause performance of any other agreement contained in this Security Agreement, at the Debtor's expense. The Secured Party's payment or performance shall not create any future obligation to the Debtor or relieve the Debtor from any default arising from the Debtor's failure to pay or perform.

5. Defaults. It shall be an event of default under this Security Agreement if an event of default (as laid out in Section 3 of the Note(s)) occurs, or if the Debtor breaches a term of this Security Agreement and such breach remains unremedied for a period of five (5) business days after the Debtor received written notice of such breach from the Secured Party (an "**Event of Default**").

6. The Secured Party's Remedies.

a. Upon Default. If an Event of Default occurs, the Secured Party may without notice or demand to the Debtor do any or all of the following: (i) declare all amounts secured by the Collateral immediately due and payable; (ii) enter the premises where the Collateral is located and take immediate possession of the Collateral, or make the Collateral unusable; (iii) require the Debtor to make the Collateral available to the Secured Party at a mutually convenient place; and (iv) exercise any of the rights and remedies of a secured party granted by law.

b. After Repossession. After the Secured Party repossesses the Collateral, the Secured Party may retain the Collateral in satisfaction of all or part of the Obligations, or may sell all or part of the Collateral, in one or more parcels, at a public or private sale. The Secured Party may conduct such sale at any reasonable location, for such price in cash, on credit, for future delivery or under such other terms as are commercially reasonable. The Debtor agrees that at least ten (10) days' notice to the Debtor of the time and place of any public sale, or the time after which any private sale is to be made, is reasonable notification.

c. Collection of Receivables. If any receivables are Collateral, the Secured Party may enforce their collection and adjust, settle, or compromise the amount of their payment in the same manner and to the same extent as the Debtor might have done.

d. Applications of Proceeds. The Secured Party shall apply the cash proceeds it receives from the Collateral in the following order: (i) to the Secured Party's costs of repossessing, carrying and selling the Collateral; (ii) to the Secured Party's attorneys' fees and other legal expenses; (iii) to the amounts due under the Note(s) and any security documents; and (iv) only if any cash proceeds remain unapplied, to the Debtor.

e. Deficiency. If the proceeds of the Collateral are not sufficient to fully repay the Obligations, the Debtor shall remain liable for all unpaid amounts.

7. No Waiver. The Secured Party's failure to take any of the actions available to it after the occurrence of an Event of Default shall not affect the Secured Party's right to later pursue any or all of its remedies against the Debtor with regard to that Event of Default. The Secured Party's waiver of its rights in regard to one Event of Default shall not affect the Secured Party's rights or remedies upon the occurrence of any later or other Event of Default.

8. Indemnification. The Debtor agrees to indemnify, defend, and hold the Secured Party harmless from and against any and all claims, demands, losses, judgments, and liabilities (including penalties) of every kind or nature arising from or related to the Collateral or this Security Agreement ("Claims"). The Secured Party reserves the right, at the Debtor's expense, to assume the exclusive defense and control of any matter for which the Debtor is required to indemnify the Secured Party. The Debtor will reimburse the Secured Party for all costs and attorneys' fees incurred in relation to such Claims.

9. Costs and Attorneys' Fees. The Debtor shall promptly reimburse the Secured Party for all reasonable costs and attorneys' fees that the Secured Party incurs in connection with the custody, preservation, use, operation, sale, collection, or other realization of any of the Collateral, or in connection with the Secured Party's exercise or enforcement of any of its rights under this Security Agreement, whether or not legal action is actually instituted. All such costs and attorneys' fees shall bear interest from the date incurred until paid at a rate of ten percent (10%) per year, and are secured by all of the Collateral.



10. Notices. All notices, demands or other communications which are required or permitted hereunder shall be in writing and sufficient if delivered personally, by reputable overnight carrier or sent by registered or certified mail, postage prepaid, addressed to each party. If mailed, any notice, demand or other communication shall be deemed to have been given or made when mailed. Any party may by notice change the address to which notice or other communications to it are to be delivered or mailed.

11. Other Documents. The Debtor shall execute any other documents and take any further actions as the Secured Party shall reasonably request to give effect to this Security Agreement, to perfect the Secured Party's security interest in the Collateral or to enable the Secured Party to exercise its rights and remedies with respect to any Collateral.

12. Other Parties. Except as provided in the Intercreditor Agreement, nothing in this Security Agreement shall be construed as giving any person or entity, other than the Debtor or the Secured Party, any right, remedy, or claim under or in relation to this Security Agreement.

13. Successors. This Security Agreement is binding upon and shall inure to the benefit of the Debtor and the Secured Party, and their respective transferees, successors, permitted assigns, heirs, and legal representatives.

14. Survival. All of the Debtor's representations, warranties, and agreements contained in this Security Agreement shall survive until all amounts due under the Obligations are paid in full.

15. Validity. If a court of competent jurisdiction determines that any portion of this Security Agreement is invalid or unenforceable, that determination shall not affect the validity or enforceability of the remaining provisions of this Security Agreement.

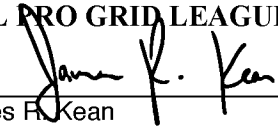
16. Applicable Law. This Security Agreement shall be governed by, construed, and enforced under the laws of the State of California, without regard to principles of conflicts of law. The terms and conditions of this Security Agreement shall be read in conjunction with the Note(s) and the Intercreditor Agreement. To the extent any conflict exists between this Security Agreement, the Note(s), and the Intercreditor Agreement, the terms of the Intercreditor Agreement shall control, followed by the Security Agreement, and then the Note(s).

17. Assignments. Subject to the terms of the Intercreditor Agreement, the Secured Party may assign all or part of this Security Agreement without notifying the Debtor and without affecting the Debtor's liability under this Security Agreement. The Debtor shall not assign this Security Agreement without the Secured Party's prior written consent.

18. No Oral Agreements. No oral agreement to waive or modify any term of this Security Agreement will be effective. Subject to the terms of the Intercreditor Agreement, any such waiver or modification must be in writing signed by the Secured Party.

IN WITNESS WHEREOF, this Security Agreement has been executed and delivered as of the date first above written.

**THE DEBTOR:**  
**NATIONAL PRO GRID LEAGUE LLC**

By:   
Name: James R. Kean  
Title: President

**EXHIBIT A**

All property that is now or hereafter at any time used in connection with, relates to or arises as a result of the operation of the business known as National Pro Grid League, including the following: (i) all of Debtor's inventory, including all goods, merchandise, raw materials, supplies and other tangible personal property, now owned or hereafter acquired, and all documents now and at any times covering or representing any of said property; (ii) all of Debtor's accounts, accounts receivable, contract receivables, contract rights, and other rights to receive payment of money, notes, drafts, acceptances, instruments, chattel paper, licenses, leases, trade secret rights, and general intangibles, including patent, trademarks, brand goodwill, trade styles, trade names, and all guarantees and suretyship agreements relating thereto and all security for payment thereof, now and hereafter existing or arising; and (iii) all of Debtor's equipment, including all property listed below, vehicles, machinery, fixtures, and other goods used in the conduct of Debtor's business, now owned or hereafter acquired; together with (a) all increases, parts, fittings, accessories, equipment and accessions now or hereafter attached thereto or used in connection therewith, and any and all replacements of all or any part thereof; (b) any profits now or hereafter acquired from or through any of the foregoing; (c) any products now or hereafter acquired from or through any of the foregoing; and (d) any and all proceeds received should any of the foregoing be sold, exchanged or otherwise transferred.

**Hardware Assets**

Vendor	Name	Group	Sub Group	Model #	Serial #
Acer	Acer Chromebook 1	Computer	Laptop	C710-2856	NUSH7AA016349119683400
Acer	Acer Chromebook 10	Computer	Laptop	C710-2856	NUSH7AA016349122133400
Acer	Acer Chromebook 11	Computer	Laptop	C710-2856	NUSH7AA016349119C53400
Acer	Acer Chromebook 12	Computer	Laptop	C720-2827	NXSHEAA011404030637600
Acer	Acer Chromebook 13	Computer	Laptop	C720-2827	NXSHEAA011404029F87600
Acer	Acer Chromebook 2	Computer	Laptop	C710-2856	NUSH7AA0163491176F3400
Acer	Acer Chromebook 3	Computer	Laptop	C710-2856	NUSH7AA016350023C73400
Acer	Acer Chromebook 4	Computer	Laptop	C710-2856	NUSH7AA016350026863400
Acer	Acer Chromebook 5	Computer	Laptop	C710-2856	NUSH7AA0163491158B3400
Acer	Acer Chromebook 6	Computer	Laptop	C710-2856	NUSH7AA0163491182B3400
Acer	Acer Chromebook 7	Computer	Laptop	C710-2856	NUSH7AA01634844D8D3400
Acer	Acer Chromebook 8	Computer	Laptop	C710-2856	NUSH7AA0163500266B3400
Acer	Acer Chromebook 9	Computer	Laptop	C710-2856	NUSH7AA0163484E4E83400
APC	APC Surge Protector 1	Power	Power strip	P8T3	7Z1340L09834
APC	APC Surge Protector 2	Power	Power strip	P8T3	7Z1349L26632

APC	APC Surge Protector 3	Power	Power strip	P8T3	7Z1340L09844
APC	APC Surge Protector 4	Power	Power strip	P8T3	7Z1349L26662
APC	APC Surge Protector 5	Power	Power strip	P8T3	7Z1349L26635
APC	APC UPS Edit A	Power	Battery Backup		
APC	APC UPS Edit B	Power	Battery Backup		
Apple	iMac	Computer	Desktop	A1419	C02M90R5FLHH
Apple	iPad Mini 1	Tablet	iPad	MD531LL/A	F7QLWYCF196
Apple	iPad Mini 2	Tablet	iPad	MD531LL/A	F7QLWX47F196
Apple	iPad Mini Stand 1	Accessory	iPad Accessory	JAS mini	-
Apple	iPad Mini Stand 2	Accessory	iPad Accessory	JAS mini	-
Apple	Mac Mini Server	Computer	Desktop	A1347	D2HMJ00XF9VY
Apple	Mac Pro "Edit A"	Computer	Laptop	ME253LL/A	F5KML0LWF9VM
Apple	Mac Pro "Edit B"	Computer	Laptop	ME253LL/A	ME253LL/A
Apple	Macbook Pro 1	Computer	Laptop	A1398	C02M84AJFD57
Apple	Macbook Pro 2	Computer	Laptop	A1398	C02M84AZFD57
Apple	Thunderbolt Cable	Cable			
AT&T	AT&T Hot Spot 1	Networking	Hot Spot	AT&T Unite 346A	89014103276848700000
AT&T	AT&T Hot Spot 2	Networking	Hot Spot	AT&T Unite	89014103276848700000
ATT	ATT Netgear	Networking	Hot Spot	UNITE - 437E	-
ATT	ATT Netgear	Networking	Hot Spot	UNITE - ____	
Atto	Atto SAS Card 1	Accessory			
CyberPower	CyberPower Battery Backup 1	Power	Battery Backup	LX1325G	-
CyberPower	CyberPower Battery Backup 2	Power	Battery Backup	LX1325G	-
Eclipse	Eclipse Network Service Kit 1	Networking	Tools	902-347	-
Epson	Epson LCD Projector	Video	Projector	H552A	TU8K3Y01726
Hewlett Packard	Officejet Pro 6700	Printer	HP Printer	Officejet Pro 6700	CN42JDR0TS
Hewlett Packard	Officejet Pro 8600 Plus	Printer	HP Printer	Officejet Pro 8600 Plus	CN3BEE4KCW
Hewlett Packard	Officejet Pro 8600 Plus	Printer	HP Printer	Officejet Pro 8600 Plus	CN42JDR0TS
Hewlett Packard	Officejet Pro X476dw	Printer	HP Printer	Officejet Pro X476dw	CN3BPGJ04Q
Lacie	LaCie Rugged USB3 2TB HD 1	Hard Drive	USB & Thunder Harddrive	USB35400	16171405082229QR

Lacie	LaCie Rugged USB3 2TB HD 2	Hard Drive	USB & Thunder Harddrive	USB35400	16171405082241QR
M-Audio	M-Audio Speaker 1	Audio	Computer Speaker		
M-Audio	M-Audio Speaker 2	Audio	Computer Speaker		
M-Audio	M-Audio Speaker 3	Audio	Computer Speaker		
Matrox	Matrox TB H.264 Encoder	Video			
Netgear	Netgear ProSafe 8 port switch 1	Networking	Switch	GS108	21623B39683A6
Netgear	Netgear ProSafe 8 port switch 2	Networking	Switch	GS108	2162453V5051C
Netgear	Netgear ProSafe 8 port switch 3	Networking	Switch	GS108	2162423W52964
Netgear	Netgear ProSafe 8 port switch 4	Networking	Switch	GS108	21623B3T68432
Netgear	Netgear ProSafe 8 port switch 5	Networking	Switch	GS108	216245375056D
Netgear	Netgear ProSafe 8 port switch 6	Networking	Switch	GS108	21624236527B9
Netgear	Netgear ProSafe 8 port switch 7	Networking	Switch	GS108	21624238527BB
Netgear	Netgear ProSafe 8 port switch 8	Networking	Switch	GS108	21623B3U68433
Polaroid	Polaroid 19" LED TV	Monitor		19GSR3000	811489021901
Promise	Promise R8 Raid	Accessory		R8	QW0043020770
Quantum	LTO 6 Tape Drive	Accessory		TF8252-011	HU140715DJ
Samsung	Samsung Galaxy tab3 7" 1	Tablet	Android Tablet		RF2F22MJP3D
Samsung	Samsung Galaxy tab3 7" 2	Tablet	Android Tablet	SM-210R	RF2F22H6XLZ
Samsung	Samsung Galaxy tab3 7" 3	Tablet	Android Tablet	SM-T110	RF2F22MJP3D
Samsung	Samsung Galaxy tab3 7" 4	Tablet	Android Tablet	SM-T110	RF2F22JWRZJ
Samsung	Samsung Galaxy tab3 7" 5	Tablet	Android Tablet	SM-T110	RF2F22EKLNX
Samsung	Samsung Galaxy tab3 7" 6	Tablet	Android Tablet	SM-210R	RF2F31LTBZR
Samsung	Samsung Galaxy tab3 7" 7	Tablet	Android Tablet	SM-210R	RF2F31C6C5R
Sonnet	Sonnet Server Rack	Rack			
Sony	Sony MD-7506 Headphones 1	Audio	Headphones	Sony- MD7506	
Sony	Sony MD-7506 Headphones 2	Audio	Headphones	Sony- MD7506	

Sony	Sony MD-7506 Headphones 3	Audio	Headphones	Sony-MD7506	
TC Electric	TC Electric Level Pilot 1	Audio			
TC Electric	TC Electric Level Pilot 2	Audio			
TC Electric	TC Electric Level Pilot 3	Audio			
TP-Link	TP-LINK POE Adapter Kit 1	Networking	POE	TL-POE200	13198302379
TP-Link	TP-LINK POE Adapter Kit 2	Networking	POE	TL-POE200	12C71101081
Tripplite	Tripplite Rack Mount UPS	Power	Power Strip		
Verizon	Verizon Jetpack 1	Networking	Hot Spot	MiFi 5510L	990003312227826
Verizon	Verizon Jetpack 2	Networking	Hot Spot	MiFi 5510L	990003312267996
Viewsonic	Viewsonic 24" Monitor 1	Monitor	Computer Monitor	VS15453	TST134806401
Viewsonic	Viewsonic 24" Monitor 2	Monitor	Computer Monitor	VS15453	TST134806372
Viewsonic	Viewsonic 24" Monitor 3	Monitor	Computer Monitor	VS15453	TST134806372
Viewsonic	Viewsonic 24" Monitor 4	Monitor	Computer Monitor	VS15453	TST134806024
Viewsonic	Viewsonic 24" Monitor 5	Monitor	Computer Monitor	VS15453	TST134804771
Viewsonic	Viewsonic 24" Monitor 6	Monitor	Computer Monitor	VS15453	TST134806399
Western Digital	2TB Hardrive 1	Hard Drive	USB Hardrive	My Passport	WX21AA3X6461
Western Digital	2TB Hardrive 2	Hard Drive	USB Hardrive	My Passport	WXD1A14W1361
Western Digital	2TB Hardrive 3	Hard Drive	USB Hardrive	My Passport	WXD1A14W0359
	Equipment Rack	Rack			
	Keyboard and Magic Mouse 1	Accessory	Mice / Keyboard		
	Keyboard and Magic Mouse 2	Accessory	Mice / Keyboard		
	Keyboard and Mouse	Accessory	Mice / Keyboard		
	Verizon Jetpack 3	Networking	Hot Spot	MiFi 5510L	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	
GeTac	GeTac S400 Latop	Computer	Laptop	S400	

SKB	3 - Shock Mount Case - 6U Rack	Accessory			
SKB	4 - Shock Mount Case - 8 U rack	Accessory			
Teradeck	6 - Slice Rack Mount HD-SDI Encoder	Computer	Streaming Server		
Netgear	4 -Netgear Prosafe Gigabit Plus Switch	Networking	Switch		
CyberPower	7 - Rackmount UPS	Power	UPS		
	2U Foam Interior Locking Drawer	Accessory			
Asus	15" USB 3.0 Monitor	Monitor			
	3U Foam Drawer	Accessory			
Apple	20 Macbook Laptops (scoring)	Computer	Laptop		
Kuzy	Rubber laptop Cases	Accessory			
Apple	iPad's for athlete tracker - iPad retina in Otterbox case	Computer	Tablet		
Teradeck	4 Teradeck Cubes - Backup Streaming	Computer	Streaming Server		

### Software Assets

The NPGL custom software includes 2 main pieces of software, which include the functionality described below. The first is a custom content management system that is represented at [NPGL.com](http://NPGL.com). This software has an administration interface that allows the creation of teams and team websites, scheduling, standings, news content, event landing pages to sell tickets, match details that display live streaming and results, as well as athlete management, athlete profiles, and athlete pages.

The second is a custom scoring system that is specific to our sport. There is a function that allows any race and match format to be built and scored. The scoring system is a real-time scoring system that integrates with venue scoring systems, as well as live stream/broadcast scoring graphics. In addition to real-time scoring, the scoring system also updates the website and collects stats that are crucial to fan engagement. There is also an add-on athlete tracker that allows us to track the work the athletes are doing for individual stats.

The source code for the software for both the custom content management system, as well as the scoring system is housed in the cloud on [github.com](http://github.com). It is backed up and access controlled with NPGL maintaining Admin rights.