# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM339819

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE: SECURITY INTEREST** 

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Summit Sports LLC		03/02/2015	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

Name:	MB Financial Bank, N.A.		
Street Address:	9550 W. Higgins Road, 8th Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		

# **PROPERTY NUMBERS Total: 2**

Property Type Number		Word Mark		
Registration Number:	2496255	SUMMIT SPORTS		
Registration Number:	2941703	SUMMIT SPORTS		

# **CORRESPONDENCE DATA**

3142592020 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: 314-259-2000

Email: susan.murphy@bryancave.com

**BRYAN CAVE LLP Correspondent Name:** 

Address Line 1: 211 North Broadway, Suite 3600 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0380178
NAME OF SUBMITTER:	Brian Devling
SIGNATURE:	/Brian Devling/
DATE SIGNED:	04/30/2015

#### **Total Attachments: 5**

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# GRANT OF SECURITY INTEREST IN TRADEMARKS AND PATENTS

WHEREAS, Summit Sports LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith, and the patents and patent applications, in each case set forth on <u>Schedule A</u> and <u>Schedule B</u> attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith and patents and patent applications described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of March 2, 2015, between the Grantor and the Grantee (as amended from time to time, the "Credit Agreement"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "Marks") set forth on Schedule A attached hereto, (ii) the patents and patent applications (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iv) all of the goodwill of the businesses with which the Marks are associated, and (v) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks and/or Patents or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern. This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois.

[signature page to follow]

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IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

By:	Digital Fuel Sports Partners, LLC, its Member			
	By:	Digital Fuel Capital, LLC, its Manager  By:   Name:   Carra Jimes  Title:   Tritle:		

MB FINANCIAL BANK, N.A.

GRANTOR:

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

# **GRANTOR:**

# SUMMIT SPORTS LLC

By: Digital Fuel Sports Partners, LLC,

its Member

By: Digital Fuel Capital, LLC,

its Manager

# **GRANTEE:**

MB FINANCIAL BANK, N.A.

Name: Jeffrey Seiden

Title: Senior Vice President

# $\underline{Schedule\ A\ -\ Trademarks}$

Country	Tradema	ırk		Registration #	Issue Date	Owner
USA	Summit	Sports	Service	2,496,255;	10/9/01;	Summit Sports LLC
	Mark	_		2,941,703	renewed	_
					9/2/2011	

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# Schedule B - Patents

None.

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**RECORDED: 04/30/2015** 

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