

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM352471

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alliance Sports Group, L. P.		08/04/2015	LIMITED PARTNERSHIP: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	LegacyTexas Bank, as administrative agent
<b>Street Address:</b>	8411 Preston Road, Suite 600
<b>City:</b>	Dallas
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75225
<b>Entity Type:</b>	Banking association: UNITED STATES

## PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	2833287	NEBO
Registration Number:	2833286	NEBO
Registration Number:	2833285	NEBO
Registration Number:	2833284	NEBO
Registration Number:	2866820	QUARROW
Registration Number:	3564168	NEBO
Registration Number:	3564312	Z-LENS
Registration Number:	3649767	MAMMOTH
Registration Number:	3668613	TURTLE
Registration Number:	3710731	CONTINUOUS SUPREME ILLUMINATION
Registration Number:	3785517	WEATHERRITE
Registration Number:	3783395	QUARROW
Registration Number:	3792918	WHITEOUT
Registration Number:	3811740	NEBO BEAR
Registration Number:	3954155	BOLLINGER
Registration Number:	4019142	REDLINE
Registration Number:	4022793	BLUELINE
Serial Number:	85490404	NEBO
Serial Number:	85626315	

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	85626305	
Serial Number:	85809559	IPROTEC
Registration Number:	4429546	BOLLINGER
Serial Number:	86164182	SOLAIRE
Registration Number:	4485851	SOLAR
Registration Number:	4498784	BRIGHT BELLS
Serial Number:	86240647	LUCY
Registration Number:	4636869	LUMO
Registration Number:	4649581	BOLLINGER
Registration Number:	4664971	
Registration Number:	4668202	O2 BEAM
Serial Number:	86500027	SLYDE
Serial Number:	86500053	SLYDE
Registration Number:	4698517	EDGE
Registration Number:	4737742	LARRY

#### CORRESPONDENCE DATA

Fax Number: 2147455390

*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: 214,.745.5370

Email: jmuennink@winstead.com

Correspondent Name: Jan Muennink c/o Winstead PC

Address Line 1: P. O. Box 131851

Address Line 4: Dallas, TEXAS 75313

ATTORNEY DOCKET NUMBER:	3127-190
NAME OF SUBMITTER:	Jan Muennink
SIGNATURE:	/jan muennink/
DATE SIGNED:	08/24/2015

#### Total Attachments: 11

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement"), dated as of August 4, 2015, is entered into by ALLIANCE SPORTS GROUP, L.P., a Texas limited partnership ("Grantor"), in favor of LegacyTexas Bank, as administrative agent for the benefit of each of the Secured Parties (in such capacity, "Administrative Agent").

### BACKGROUND

Bollinger Industries, Inc., a Delaware corporation ("Borrower"), the lenders from time to time party thereto (the "Lenders"), and LegacyTexas Bank, as Administrative Agent and L/C Issuer have entered into the Credit Agreement, dated July 15, 2015 (such agreement, together with all amendments and restatements, the "Credit Agreement").

In connection with the Credit Agreement, Grantor has guaranteed the Obligations (as defined in the Credit Agreement) and has entered into that certain Security Agreement, dated as of the date of the Credit Agreement (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), among Borrower, Grantor, and the other Debtors party thereto in favor of Administrative Agent for the benefit of the Secured Parties, pursuant to which Grantor is required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create first priority Liens on the Collateral in favor of Administrative Agent, for its benefit and the benefit of the Secured Parties, 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 Parties to make the Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents and any Bank Product Agreements, Grantor hereby agrees with Administrative Agent, for its benefit and the benefit of the Secured Parties, as follows:

#### **1. 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" has the meaning assigned to it by Section 2.1(a) hereof.

"Licenses" has the meaning assigned to it by Section 2.1(c) hereof.

"Patents" has the meaning assigned to it by Section 2.1(d) hereof.

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

"Trademarks" has the meaning assigned to it by Section 2.1(b) hereof.

1.2. Other Definitional Provisions. Capitalized terms used but not otherwise defined herein have the meanings given such terms in the Credit Agreement and, to the extent not otherwise defined in the Credit Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, 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 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, Grantor hereby grants to Administrative Agent, for the benefit of Administrative Agent and the other Secured Parties, a security interest in all of Grantor'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 United States and foreign copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States and foreign copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Copyrights");

(b) all United States and foreign trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks");

(c) all license agreements in which such Grantor is or becomes licensed (or grants or permits, whether now or in the future a license) to use a copyright, trademark, service mark, tradename, patent or the related know-how including, without limitation, those licenses granted under any of the Patent Licenses, Trademark Licenses, and Copyright Licenses (each as defined in the Security Agreement) (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Licenses");

(d) all United States and foreign patents and patent applications, whether in the United States or any foreign jurisdiction, and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit C hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the "Patents");

(e) the goodwill of Grantor'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.

2.2. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of registering the security interest of Administrative Agent in the Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable office or Governmental Authority. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to its 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 Grantor, Administrative Agent and the Secured Parties and their respective successors and assigns, except that Grantor shall not have the right to assign its rights or obligations under this Agreement or any interest herein without the prior written consent of Administrative Agent.

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. Entire Agreement. This Agreement, the Credit Agreement, and the other Loan Documents embody the entire agreement and understanding between Grantor and Administrative Agent

relating to the Collateral and supersede all prior agreements and understandings between Grantor and Administrative Agent relating to the Collateral.

3.4. 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 Grantor and Administrative Agent. 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.

3.5. 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.

3.6. NO ORAL AGREEMENTS. 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.

*[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.

GRANTOR:

ALLIANCE SPORTS GROUP, L.P.

By: Bollinger Operating Corp.,  
its General Partner

By:



Glenn D. Bollinger  
Chief Executive Officer

ADMINISTRATIVE AGENT:

LEGACYTEXAS BANK,  
as Administrative Agent


By:   
Michael Ansolabehere  
Managing Director



EXHIBIT A  
COPYRIGHTS

None.

EXHIBIT B

TRADEMARKS

<u>Trademark</u>	<u>USPTO Serial No./ Registration No.</u>	<u>Filing/ Registration Date</u>	<u>Status</u>	<u>Owner</u>
NEBO	2,833,287	4/13/2004	Registered	Alliance Sports Group, L.P.
NEBO	2,833,286	4/13/2004	Registered	Alliance Sports Group, L.P.
NEBO	2,833,285	4/13/2004	Registered	Alliance Sports Group, L.P.
NEBO	2,833,284	4/13/2004	Registered	Alliance Sports Group, L.P.
QUARROW	2,866,820	7/27/2004	Registered	Alliance Sports Group, L.P.
NEBO	3,564,168	6/9/2008	Registered	Alliance Sports Group, L.P.
Z-LENS	3,564,312	1/20/2009	Registered	Alliance Sports Group, L.P.
MAMMOTH	3,649,767	7/7/2009	Registered	Alliance Sports Group, L.P.
TURTLE	3,668,613	8/18/2009	Registered	Alliance Sports Group, L.P.
CONTINUOUS SUPREME ILLUMINATION	3,710,731	11/10/2009	Registered	Alliance Sports Group, L.P.
WEATHERRITE	3,785,517	5/4/2010	Registered	Alliance Sports Group, L.P.
QUARROW	3,783,395	5/4/2010	Registered	Alliance Sports Group, L.P.
WHITEOUT	3,792,918	5/25/2010	Registered	Alliance Sports Group, L.P.
NEBO BEAR	3,811,740	6/29/2010	Registered	Alliance Sports Group, L.P.
BOLLINGER (exercise equipment)	3,954,155	5/3/2011	Registered	Alliance Sports Group, L.P.
REDLINE	4,019,142	8/30/2011	Registered	Alliance Sports Group, L.P.
BLUELINE	4,022,793	9/6/2011	Registered	Alliance Sports Group, L.P.

<u>Trademark</u>	<u>USPTO Serial No./ Registration No.</u>	<u>Filing/ Registration Date</u>	<u>Status</u>	<u>Owner</u>
NEBO (footwear)	85/490,404	12/8/2011	Pending	Alliance Sports Group, L.P.
 (exercise & fitness equipment)	85/626,315	5/15/2012	Pending	Alliance Sports Group, L.P.
 (clothing)	85/626,305	5/15/2012	Pending	Alliance Sports Group, L.P.
IPROTEC	85/809,559	12/21/2012	Pending	Alliance Sports Group, L.P.
BOLLINGER (clothing)	4,429,546	11/5/2013	Registered	Alliance Sports Group, L.P.
SOLAIRE (clothing)	86/164,182	1/13/2014	Pending	Alliance Sports Group, L.P.
SOLAR (clothing)	4,485,851	2/18/2014	Registered	Alliance Sports Group, L.P.
BRIGHT BELLS (exercise weights)	4,498,784	3/18/2014	Registered	Alliance Sports Group, L.P.
LUCY	86/240,647	4/2/2014	Pending/Suspended	Alliance Sports Group, L.P.
LUMO	4,636,869	11/11/14	Registered	Alliance Sports Group, L.P.

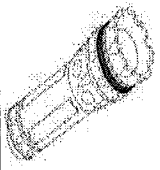
<u>Trademark</u>	<u>USPTO Serial No./ Registration No.</u>	<u>Filing/ Registration Date</u>	<u>Status</u>	<u>Owner</u>
BOLLINGER (exercise & fitness equipment)	4,649,581	12/2/2014	Registered	Alliance Sports Group, L.P.
	4,664,971	12/30/2014	Registered	Alliance Sports Group, L.P.
O2 BEAM	4,668,202	1/8/2015	Registered	Alliance Sports Group, L.P.
SLYDE	86/500,027	1/9/2015	Pending	Alliance Sports Group, L.P.
<b>SLYDE</b>	86/500,053	1/9/2015	Pending	Alliance Sports Group, L.P.
EDGE	4,698,517	5/10/2015	Registered	Alliance Sports Group, L.P.
LARRY	4,737,742	5/19/2015	Registered	Alliance Sports Group, L.P.

EXHIBIT C

PATENTS

<u>Name of Grantor</u>	<u>Patent</u>	<u>Filing/Issue Date</u>	<u>Application/ Registration Number</u>
Alliance Sports Group, L.P.	PROTECTIVE EYEWEAR	5/30/2000	D425926
Alliance Sports Group, L.P.	RATCHET WRENCH FOR STORAGE OF NESTED SOCKETS	10/21/2003	6,634,262
Alliance Sports Group, L.P.	MOUNTING CLAMP	4/17/2012	D657840
Alliance Sports Group, L.P.	FLASHLIGHT	5/15/2012	D659869
Alliance Sports Group, L.P.	FLASHLIGHT	6/18/2013	D684,717
Alliance Sports Group, L.P.	HINGED RAIL MOUNT	3/4/2014	D700,674
Alliance Sports Group, L.P.	MODIFIED MOUNTING CLAMP	6/29/2014	D709,979