

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373987

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EUROPA SPORTS PRODUCTS LLC		02/17/2016	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	C/O MIDCAP FINANCIAL SERVICES, LLC, AS SERVICER		
Internal Address:	7255 WOODMONT AVENUE, SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	Statutory Trust: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2676546	EUROPA	
Registration Number:	4570939	EUROPA GAMES GET FIT & SPORTS EXPO	
Registration Number:	3804295	ADEPT NUTRITION	
Serial Number:	85717016	MUDDER BAR	
Serial Number:	86819348	EUROPA SPORTS PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	kansley@stradley.com		
Correspondent Name:	Kareem Ansley		
Address Line 1:	Stradley Ronon		
Address Line 2:	100 Park Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	186687-0053		
NAME OF SUBMITTER:	Kareem Ansley		
SIGNATURE:	/Kareem Ansley/		
DATE SIGNED:	02/22/2016		

CH \$140.00 2676546

Total Attachments: 5

source=Intellectual Property Security Agreement (Fully Executed)#page1.tif

source=Intellectual Property Security Agreement (Fully Executed)#page2.tif

source=Intellectual Property Security Agreement (Fully Executed)#page3.tif

source=Intellectual Property Security Agreement (Fully Executed)#page4.tif

source=Intellectual Property Security Agreement (Fully Executed)#page5.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 17th day of February, 2016 by and between **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, having an address at 7255 Woodmont Avenue, Suite 200, Bethesda, Maryland 20814, its successors and assigns, as a lender and as agent (in such capacity as agent, together with its successors and assigns, “**Agent**”) and **EUROPA SPORTS PRODUCTS LLC**, a Delaware limited liability company (the “**Grantor**”).

RECITALS

A. The Lenders have agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Credit and Security Agreement by and among Agent, the Lenders, Grantor, and the other Credit Parties party thereto (and as defined therein), dated the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Credit Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement). The Lenders are willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Agent, for the ratable benefit of the Lenders, a security interest in certain Trademarks (as described below) to secure the Obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Credit Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement, Grantor grants and pledges to Agent, for the ratable benefit of the Lenders, a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property, including, without limitation, the following:

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the “**Trademarks**”);

(b) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(c) All amendments, extensions, renewals and extensions of any of the Trademarks; and

(d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

This security interest is granted in conjunction with the security interest granted to Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Credit Agreement and the other Loan Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Credit Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Credit Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address:

EUROPA SPORTS PRODUCTS LLC,
a Delaware limited liability company

By:  (SEAL)
Name: Jeffrey Compton
Title: Co-Chief Executive Officer

AGENT:

Address of Agent:

c/o MidCap Financial Services, LLC, as
servicer
7255 Woodmont Avenue, Suite 200
Bethesda, Maryland 20814
Attn: Portfolio Management - Lone Star /
Europa

MIDCAP FINANCIAL TRUST

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By:  (SEAL)
Name: Maurice Amsellem
Title: Authorized Signatory

EXHIBIT A

Trademarks

Trademarks / Registration or Application Numbers
U.S. Trademark Registration No. 2676546
U.S. Trademark Registration No. 4570939
U.S. Trademark Registration No. 3804295
U.S. Trademark Application Ser. No. 85/717,016
U.S. Trademark Application Ser. No. 86/819,348