

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM392944

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Alliance Sports Group, L. P.		07/22/2016	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	LegacyTexas Bank, as Administrative Agent		
Street Address:	8411 Preston Road, Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	banking association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2833286	NEBO	
Registration Number:	2833285	NEBO	
Registration Number:	3811740	NEBO BEAR	
Registration Number:	4429546	BOLLINGER	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.745.5370		
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		
NAME OF SUBMITTER:	Jan Muennink		
SIGNATURE:	/Jan Muennink/		
DATE SIGNED:	07/28/2016		
Total Attachments: 6			
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SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement"), dated as of July 22, 2016, 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 as of 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.

In connection with the Security Agreement, Grantor has entered into that certain Intellectual Property Security Agreement, dated as of August 4, 2015 (as the same may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), in favor of Administrative Agent for the benefit of the Secured Parties, pursuant to which Grantor granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in and pledge of the intellectual property described therein.

In connection with that certain First Amendment to Credit Agreement, dated as of June 30, 2016, by and among Borrower, Lenders, and LegacyTexas Bank, as Administrative Agent and L/C Issuer (the "First Amendment"), Grantor has informed Administrative Agent that it has acquired additional intellectual property, and it is a requirement of the First Amendment that Grantor execute and deliver this Agreement to add such additional intellectual property to the Intellectual Property Security 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. SUPPLEMENT.

1.1. Supplement. Grantor confirms its grant to Administrative Agent, for the benefit of Administrative Agent and the other Secured Parties, to secure payment and performance of the Obligations, 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 on Exhibits A, B and C attached to the Intellectual Property Security Agreement and agrees that Exhibit B of the Intellectual Property Security Agreement shall be supplemented with the additional property set forth on Exhibit B attached to this Agreement.

1.2. Effect of this Agreement. Except as expressly provided in this Agreement, the Intellectual Property Security Agreement shall remain in full force and effect, without modification or amendment. This Agreement shall be a Loan Document under the Credit Agreement.

1.3. 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.

2. MISCELLANEOUS

2.1. 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.

2.2. 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.

2.3. 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.

2.4. 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.

2.5. **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.**

2.6. **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.

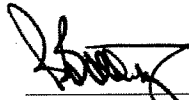
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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTOR:

ALLIANCE SPORTS GROUP, L.P.

By: Bollinger Operating Corp.,
its General Partner

By: 

Glenn D. Bollinger
Chief Executive Officer

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT – Signature Page

TRADEMARK
REEL: 005843 FRAME: 0714

ADMINISTRATIVE AGENT:

LEGACYTEXAS BANK,
as Administrative Agent

By:



Michael Ansolabehere
Managing Director

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	2,833,286	4/13/2004	Registered	Alliance Sports Group, L.P.
NEBO	2,833,285	4/13/2004	Registered	Alliance Sports Group, L.P.
NEBO BEAR	3,811,740	06/29/2010	Registered	Alliance Sports Group, L.P.
BOLLINGER	4,429,546	11/05/2013	Registered	Alliance Sports Group, L.P.