

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM398684

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALTITUDE SPORTS & ENTERTAINMENT, LLC		08/05/2016	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	DEUTSCHE BANK AG NEW YORK BRANCH		
Street Address:	345 Park Avenue, 14th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10154		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4598781	ALTITUDE TICKETS	
Registration Number:	4580088	ALTITUDE TICKETS	
Registration Number:	4240480	ALTITUDE SPORTS	
Registration Number:	3258440		
Registration Number:	3057616	ALTITUDE	
Registration Number:	2996624	ALTITUDE SPORTS & ENTERTAINMENT	
Registration Number:	2972469	ALTITUDE	
CORRESPONDENCE DATA			
Fax Number:	3124643111		
<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:	3124643100		
Email:	wvoller@loeb.com, fwinand@loeb.com		
Correspondent Name:	William J. Voller III		
Address Line 1:	321 N. Clark St. Suite 2300		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	217938-10113		
NAME OF SUBMITTER:	William J. Voller III		
SIGNATURE:	/William J. Voller III/		

OP \$190.00 4598781

DATE SIGNED:	09/15/2016
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Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of August 5, 2016 (this "Agreement"), is made by the entity listed on the signature page hereof (the "Grantor"), in favor of DEUTSCHE BANK AG NEW YORK BRANCH ("Lender").

WITNESSETH:

A. Pursuant to the Amended and Restated Term Loan Agreement dated as of August 5, 2016 (as the same may be amended, restated, modified and/or supplemented from time to time, the "Loan Agreement") among ALTITUDE SPORTS & ENTERTAINMENT, LLC (the "Borrower") and the Lender, the Lender has agreed to continue extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein, with such extension of credit evidenced by that certain Amended and Restated Term Note, dated as of August 5, 2016, issued by Borrower to Lender (as the same may be amended, restated, modified and/or supplemented from time to time, the "Note");

B. Grantor is a party to the Amended and Restated Security Agreement dated August 5, 2016 (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Agreement.

Each Grantor accordingly agrees as follows:

Section 1. Defined Terms. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "IP Collateral"):

(a) all of its Copyrights and Copyright Licenses including, without limitation, those referred to on **Schedule 1** hereto;

(b) all renewals, reversions and extensions of the Copyrights and Copyright Licenses;

(c) all of its Patents and Patent Licenses including, without limitation, those referred to on **Schedule 1** hereto;

(d) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions with respect to any of the Patents and Patent Licenses;

(e) all of its Trademarks and Trademark Licenses including, without limitation, those referred to on **Schedule 1** hereto;

(f) all renewals and extensions of the Trademarks and Trademark Licenses;

(g) all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and

(h) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the IP 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.

Section 4. Grantors Remain Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the IP Collateral.

Section 5. Counterparts. This Agreement may be authenticated in any number of separate counterparts by any one or more of the parties thereto, and all of said counterparts taken together shall constitute one and the same instrument. This Agreement may be authenticated by manual signature, facsimile or, if approved in writing by the Lender, electronic means, all of which shall be equally valid.

Section 6. GOVERNING LAW. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ALTITUDE SPORTS & ENTERTAINMENT, LLC

By: [Signature]

Name: Bruce Glazer

Title: Chief Financial Officer

ACKNOWLEDGMENT OF GRANTOR

STATE OF COLORADO
COUNTY OF DENVER

ss.

On this 25 day of August, 2016 before me personally appeared BRUCE GLAZER, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of ALTITUDE SPORTS & ENTERTAINMENT, LLC, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public

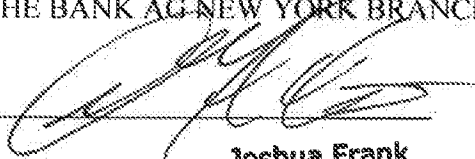
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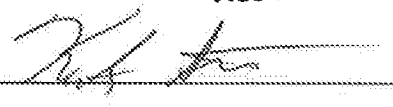
SIGNATURE PAGE TO
INTELLECTUAL PROPERTY SECURITY
AGREEMENT

CYNTHIA J. BULLION
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20064018238
MY COMMISSION EXPIRES 04-30-2020

ACCEPTED AND AGREED
as of the date first above written:

DEUTSCHE BANK AG NEW YORK BRANCH

By: 
Name: _____
Title: **Joshua Frank**
Vice President

By: 
Name: _____
Title: **Keith Straw**
Vice President

SCHEDULE 1

IP Collateral

A. MATERIAL UNREGISTERED COPYRIGHTS

None.

B. REGISTERED COPYRIGHTS

None.

C. COPYRIGHT APPLICATIONS

None.

D. COPYRIGHT LICENSES

None.

E. REGISTERED PATENTS

None.

F. PATENT APPLICATIONS

None.

G. PATENT LICENSES

None.

H. UNREGISTERED TRADEMARKS

None.

I. REGISTERED TRADEMARKS

See attached list.

J. TRADEMARK APPLICATIONS

None.

K. TRADEMARK LICENSES

None.

**ALTITUDE SPORTS & ENTERTAINMENT, LLC
(F/K/A KSE MEDIA VENTURES, LLC)
TRADEMARKS**

Trademark	Country	Filing Date	Reg. Date	Serial No./ Reg. No.	Register
ALTITUDE TICKETS	United States	9/12/2013	9/2/2014	4598781	Principal
	United States	1/14/2014	8/5/2014	4580088	Principal
	United States	9/20/2011	11/13/2012	4240480	Principal
 (Design Only)	United States	8/21/2006	7/3/2007	3258440	Principal
	United States	2/10/2005	2/7/2006	3057616	Principal
ALTITUDE SPORTS & ENTERTAINMENT (Stylized)	United States	3/15/2004	9/20/2005	2996624	Principal
ALTITUDE SPORTS & ENTERTAINMENT (Stylized)	United States	1/27/2004	7/19/2005	2972469	Principal
	Colorado	9/22/2011	9/22/2011	20111532683	Colorado
	Colorado	9/22/2011	9/22/2011	20111532715	Colorado
	Colorado	9/22/2011	9/22/2011	20111532699	Colorado