

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407199

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Term Loan Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Strike, LLC		11/30/2016	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	101 N Tryon St.		
Internal Address:	MAC Legal (NC1-001-05-45)		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4293076	P PICKETT SYSTEMS	
Registration Number:	4195914	STRIKE	
Registration Number:	4195915	STRIKE	
Registration Number:	3434733	STRIKE CONSTRUCTION	
Registration Number:	4135488	STRIKE CONSTRUCTION, LLC	
Registration Number:	3949500	FIELD TICKET MANAGEMENT SYSTEM	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	Michael Violet		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		

OP \$165.00 4293076

DATE SIGNED:	12/01/2016
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Total Attachments: 6

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Strike, LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other LLC-TX

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 30, 2016

- Assignment
- Security Agreement
- Other Term Loan Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A., as Administrative Agent

MAC Legal (NC1-001-05-45),

Street Address: 101 N Tryon St.

City: Charlotte

State: NC

Country: USA Zip: 28255-0001

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

November 30, 2016

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TERM LOAN AND LC TRADEMARK SECURITY AGREEMENT

This TERM LOAN AND LC TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated November 30, 2016, is made by STRIKE, LLC, a Texas limited liability company (the “Grantor”) in favor of BANK OF AMERICA, N.A., as Administrative Agent (the “Administrative Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement (as defined below).

WHEREAS, STRIKE, LLC, as the borrower (the “Borrower”), STRIKE CAPITAL, LLC, a Texas limited liability company (“Holdings”), the Subsidiary Guarantors party thereto, BANK OF AMERICA, N.A., as Administrative Agent and Issuing Bank, and certain financial institutions from time to time party thereto (collectively, the “Lenders” and, each individually, a “Lender”) have entered into that certain Term Loan and LC Loan and Security Agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the (“Credit Agreement”), pursuant to which the Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, under the terms of the Credit Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the United States registered Trademarks and Trademarks for which United States applications are pending, including those set forth in Schedule A hereto (the “**IP Collateral**”).

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed and interpreted in accordance with, the law of the State of New York without giving

effect to conflict of law principles to the extent such principles would require the application of the laws of another jurisdiction.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Credit Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

STRIKE, LLC,
as Grantor

By: 


Name: Stephen V. Pate

Title: Chief Executive Officer

[Signature Page to TL Trademark Security Agreement]



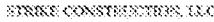
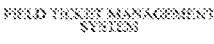
TRADEMARK
REEL: 005931 FRAME: 0727

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Erik M. Truette
Title: Vice President

SCHEDULE A

United States Trademarks and Trademark Applications

<u>Owner</u>	<u>Trademark/SN/RN</u>	<u>Status/Status Date</u>	<u>Filing Date & Number</u>	<u>Registration Date & Number</u>
Strike, LLC	P PICKETT SYSTEMS and Design 	Registered February 19, 2013	September 20, 2011 SN: 85-427162	February 19, 2013 RN: 4,293,076
Strike, LLC	STRIKE STRIKE	Registered August 21, 2012	September 20, 2011 SN: 85-427037	August 21, 2012 RN: 4,195,914
Strike, LLC	STRIKE and Design 	Registered August 21, 2012	September 20, 2011 SN: 85-427071	August 21, 2012 RN: 4,195,915
Strike, LLC	STRIKE CONSTRUCTION and Design	Registered May 27, 2008	August 23, 2007 SN: 77-263058	May 27, 2008 RN: 3,434,733
Strike, LLC	STRIKE CONSTRUCTION, LLC 	Registered May 1, 2012	September 12, 2011 SN: 85-420489	May 1, 2012 RN: 4,135,488
Strike, LLC	FIELD TICKET MANAGEMENT SYSTEM 	Registered Supplemental Register April 19, 2011	April 29, 2010 SN: 85-026758	April 19, 2011 RN: 3,949,500