

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM410712

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PAC-12 Conference		12/23/2016	Unincorporated Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	OPUS BANK		
Street Address:	131 W Commonwealth Ave		
City:	Fullerton		
State/Country:	CALIFORNIA		
Postal Code:	92832		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3809455	CONFERENCE OF CHAMPIONS	
Registration Number:	1803233	CONFERENCE OF CHAMPIONS	
Registration Number:	4498371	PAC-12	
Registration Number:	4768859	PAC 12 CONFERENCE	
Registration Number:	4479127	PAC 12 CONFERENCE	
Registration Number:	4572714	PAC 12 2011 FOOTBALL CHAMPIONSHIP	
Registration Number:	3817094	PAC-10	
Registration Number:	3809457	PAC 10 CONFERENCE	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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:	202-370-4750		
Email:	ipteam@nationalcorp.com		
Correspondent Name:	Darlena Bari Stark		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	National Corporate Research, Ltd.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	F167528		

OP \$215.00 3809455

NAME OF SUBMITTER:	Brandon Cherry, Esq.
SIGNATURE:	/Brandon Cherry, Esq./
DATE SIGNED:	12/30/2016
Total Attachments: 4 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 23, 2016, is made by PAC-12 CONFERENCE, an unincorporated nonprofit association ("Grantor") in favor of OPUS BANK ("Secured Party") with reference to the following facts:

WITNESSETH:

WHEREAS, concurrently herewith, Grantor, as borrower and Secured Party, as lender, are entering into that certain Credit Agreement, dated as of the date hereof (the "Credit Agreement"); and

WHEREAS, in order to induce the Secured Party to enter into the Credit Agreement, Grantor has agreed to (i) execute and deliver to Secured Party that certain Security Agreement, dated of the date hereof (the "Security Agreement"), by and among Grantor and certain of its subsidiaries as grantors, and Secured Party as secured party (ii) executed and deliver to Secured this Agreement in favor of Secured Party.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) All of the trademarks identified on Schedule I hereto and all registrations thereof;

(b) All applications for registration of any trademarks now or hereafter filed by Grantor, including, but not limited to, those applications referred to on Schedule I hereto;

(c) All goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(d) All products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

2. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the continuing first priority security interest in the Trademark 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 WITNESS WHEREOF, the undersigned have executed this Agreement as of December 23, 2016.

PAC-12 CONFERENCE



By: _____

Name: Ron McQuate

Title: Chief Financial Officer, Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

OPUS BANK

By: _____

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of
December 23, 2016.

PAC-12 CONFERENCE

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

OPUS BANK

By:  _____
Name: **JEFF ZAKS**
Title: **SENIOR MANAGING DIRECTOR**

SCHEDULE I

Registered Trademarks

Trademark	Owner	Reg. No.
Conference of Champions	Pac-12 Conference	3809455
Conference of Champions	Pac-12 Conference	1803233
Pac-12	Pac-12 Conference	4498371
Pac-12 Conference	Pac-12 Conference	4768859
Pac-12 Conference	Pac-12 Conference	4479127
Pac-12 2011 Football Championship	Pac-12 Conference	4572714
Pac-10	Pac-12 Conference	3817094
Pac-10 Conference	Pac-12 Conference	3809457