

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM412246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GHL Acquisition, LLC		12/30/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Pinnacle Bank		
Street Address:	150 3rd Avenue South		
Internal Address:	Suite 1700		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37201		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Registration Number:	3092600	MONGOOSE	
Registration Number:	4811078	GO COURT	
Registration Number:	4461738	PLAYRX	
Registration Number:	4454616	TOUCHLINE	
Registration Number:	3900947	HOOPS 21	
Registration Number:	3417851	GARED	
Registration Number:	3496810	G	
Registration Number:	3473137	PRO-MOLD	
Registration Number:	3441745	ENDURANCE	
Registration Number:	3321713	SKYMASTER	
Registration Number:	3330761	HOOPMASTER	
Registration Number:	2746293	HOOSIER HOOPS	
Registration Number:	2220916	SNAP BACK	
Registration Number:	1896318	TOSS BACK	
Registration Number:	1879288	GARED MASTER 3000	
CORRESPONDENCE DATA			
Fax Number:	6152566339		

OP \$390.00 3092600

TRADEMARK

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.

Email: wturner@gsrcm.com
Correspondent Name: Wesley D. Turner
Address Line 1: 150 Third Avenue South
Address Line 2: Suite 1700
Address Line 4: Nashville, TENNESSEE 37201

NAME OF SUBMITTER:	Wesley D. Turner
SIGNATURE:	/wdt/
DATE SIGNED:	01/13/2017

Total Attachments: 13
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made and entered into as of December 30, 2016, by and between PINNACLE BANK ("Lender"), and GHL ACQUISITION, LLC, a Delaware limited liability company ("Pledgor").

WITNESSETH:

WHEREAS, contemporaneously herewith, Lender is providing loans (collectively, the "Loan") to Pledgor pursuant to that certain Loan and Security Agreement of even date herewith by and between Borrower and Lender (as may be amended or restated from time to time, the "Loan Agreement") and the other "Loan Documents" (as defined in the Loan Agreement);

WHEREAS, pursuant to the Loan Agreement, Pledgor is granting to Lender a security interest and lien in and to all of Pledgor's assets, including, without limitation, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever for the purpose of securing the Loan and other Obligations (as defined in the Loan Agreement); and

WHEREAS, Lender is willing to provide the Loan to Pledgor on the condition that Pledgor executes and delivers this Agreement to Lender; and

NOW, THEREFORE, in consideration of and as a condition to the Loan, the mutual promises and understandings of Pledgor and Lender set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Pledgor covenants unto and agrees with Lender as follows:

1. **Collateral Assignment of Intellectual Property.** To secure the full and timely payment and performance of the Loan and the Obligations, Pledgor hereby grants and conveys to Lender a security interest and lien in and to, and collaterally assigns to Lender, all of Pledgor's right, title and interest in and to all of its now owned or existing and hereafter acquired or arising (collectively the "Intellectual Property Collateral");

A. (i) trademarks, trademark registrations and applications therefor, including, without limitation, the trademarks, trademark registrations and applications listed on Exhibit A, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Trademarks");

B. (i) patents, patent registrations and applications therefor, including, without limitation, the inventions and improvements claimed in connection therewith, and the patents, patent registrations and the applications listed on Exhibit B, (ii) renewals, reissues, divisions, continuations, extensions and continuations-in-part thereof, (iii) all income, royalties,

damages and payments now or hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof; and (v) all rights corresponding thereto throughout the world (collectively the "Patents");

C. (i) copyrights and applications for registration, including, without limitation, the copyrights and applications for registration listed on Exhibit C, (ii) renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iv) the right to sue for past, present and future infringements thereof, and (v) all rights corresponding thereto throughout the world (collectively the "Copyrights");

D. license agreements for Trademarks, Patents and Copyrights, whether Pledgor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit D, and the right to prepare for sale, sell and advertise for sale all "Inventory" as defined in the Security Agreement now or hereafter owned by Pledgor and now or hereafter covered by such licenses (collectively the "Licenses"); and

E. the goodwill of Pledgor's business connected with and symbolized by the Trademarks, Patents, Copyrights and Licenses;

provided, however, that the Intellectual Property Collateral shall not include "intent-to-use" trademark applications, in each case until such time as Pledgor files a verified statement of use with respect to such trademark applications.

Pledgor covenants and agrees to execute and deliver to Lender all agreements, instruments, documents and other written matter that Lender may request, in form and substance acceptable to Lender, to perfect and maintain perfected Lender's security interests and lien in and to the Intellectual Property Collateral.

2. Restrictions on Future Agreements.

A. Pledgor agrees that until the Obligations shall have been paid and satisfied in full and the Loan Documents have been terminated (other than continuing indemnification obligations), Pledgor will not, without Lender's prior written consent, enter into any document, instrument or agreement which is inconsistent with Pledgor's obligations under this Agreement. Pledgor further agrees that it will not take any action, or permit any action to be taken by others (to the extent within its control), which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

B. Pledgor hereby represents and warrants to Lender that, except as permitted pursuant to the Loan Documents, Pledgor has not granted any other security interest or lien to any Person other than Pinnacle Bank. Pledgor hereby covenants unto Lender that until the Obligations shall have been paid and satisfied in full and the Loan Documents have been terminated (other than continuing indemnification obligations), Pledgor shall not grant any other security interest or lien to any Person in connection with the Intellectual Property Collateral

without Lender's prior written consent, in each case, except as otherwise permitted pursuant to the Loan Documents.

3. **New Trademarks, Patents, Copyrights and Licenses.** Pledgor represents and warrants that the Trademarks, Patents, Copyrights and Licenses listed on Exhibits A, B, C and D respectively constitute all of the trademarks, trademark registrations, patents, patent registrations, copyrights, applications therefor and licenses now owned by Pledgor. If, prior to payment of the Obligations in full, Pledgor shall (i) obtain rights to any new trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, application for copyright registration or licenses, or (ii) become entitled to the benefit of any trademark, trademark registration, trademark application, copyright, application for copyright registration or license renewal, the provisions of Paragraph 1 above shall automatically apply thereto. Pledgor hereby authorizes Lender to modify this Agreement by amending Exhibits A, B, C and D to include any future trademarks, trademark registrations, trademark applications, patents, patent registrations, patent applications, copyrights, applications for copyright registration and licenses.

4. **Royalties; Terms.** Pledgor hereby agrees that the use by Lender of all Intellectual Property Collateral upon the occurrence and during the continuation of an Event of Default as described above shall be without any liability for royalties or other related charges from Lender to Pledgor. The term of the assignments and security interests granted herein shall extend until the earlier of (i) the expiration of each of the respective Trademarks, Patents, Copyrights and Licenses assigned hereunder, or (ii) the full payment to Lender of the Obligations and the termination of the Loan Documents (other than continuing indemnification obligations).

5. **Lender's Right to Inspect.** Pledgor agrees (i) not to sell or assign its interest in, or grant any licenses under, the Trademarks, Patents, Copyrights or Licenses, other than in the ordinary course of Pledgor's business upon arm's length terms and security interests in favor of Lender; (ii) to maintain the quality of any and all products and materials produced in connection with any material Intellectual Property Collateral consistent with or better than the quality of said products as of the date hereof; and (iii) not to adversely change or alter the quality of said products or materials in any way without Lender's prior written consent.

6. **Nature and Termination of Lender's Security Interest.** This Agreement is made for collateral purposes only. Except as otherwise provided herein, nothing contained herein shall be deemed to limit in any way Pledgor's right to use the Trademarks, Patents, Copyrights or Licenses in the ordinary course of business.

7. **Duties of Borrower.** Pledgor shall have the duty (i) to prosecute diligently any material trademark, patent and copyright registration pending as of the date hereof or at any time hereafter, until the Obligations shall have been paid in full, (ii) to make applications for material trademarks, patents and copyrights, as appropriate, and (iii) to preserve and maintain all material Intellectual Property Collateral, unless, in each case, Pledgor reasonably determines to abandon any such Intellectual Property Collateral because it ceases to have any material value or is no longer useful in Pledgor's business; provided that Pledgor shall not abandon any material Intellectual Property Collateral without the written consent of Lender. Any expenses incurred in connection with such applications shall be borne by Pledgor.

8. **Remedies Upon Default.** Upon the occurrence and during the continuation of an Event of Default under and as defined in the Loan Agreement, Lender may pursue any or all of the following remedies, without any notice to Pledgor except as required below:

A. Lender may give written notice of default to Pledgor, following which Pledgor shall not dispose of, conceal, transfer, sell or encumber any of the Collateral (including, but not limited to, cash proceeds) without Lender's prior written consent, even if such disposition is otherwise permitted hereunder in the ordinary course of business. Any such disposition, concealment, transfer or sale after the giving of such notice shall constitute a wrongful conversion of the Collateral. Lender may obtain a temporary restraining order or other equitable relief to enforce Pledgor's obligation to refrain from so impairing the Collateral.

B. Lender may exercise any right that it may have under any other Loan Document or that is otherwise available to Lender at law or equity.

9. **Lender's Right to Sue.** Upon the occurrence and during the continuation of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name or in the name of Pledgor to enforce the Trademarks, Patents, Copyrights and Licenses. If Lender shall commence any such suit, Pledgor shall, at the request of Lender, do any and all acts and execute any and all instruments, documents and agreements required by Lender to enforce such Intellectual Property Collateral, and Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights and remedies under this Paragraph 9.

10. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties to this Agreement in separate 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. In the event that any signature to this agreement or any amendment hereto is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof. No party hereto shall raise the use of a facsimile machine or e-mail delivery of a ".pdf" format data file to deliver a signature to this letter agreement or any amendment hereto or the fact that such signature was transmitted or communicated through the use of a facsimile machine or e-mail delivery of a ".pdf" format data file as a defense to the formation or enforceability of a contract and each party hereto forever waives any such defense.

11. **Consent to Jurisdiction; Exclusive Venue.** Pledgor hereby irrevocably consents to the jurisdiction of the United States District Court for the Middle District of Tennessee and of all state courts sitting in Davidson County, Tennessee, for the purpose of any litigation to which any Lender may be a party and which concerns this Agreement or the Obligations. It is further agreed that venue for any such action shall lie exclusively with courts sitting in Davidson County, Tennessee, unless Lender agrees to the contrary in writing.

12. **WAIVER OF TRIAL BY JURY.** LENDER AND PLEDGOR HEREBY KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COUNSEL WAIVE TRIAL

BY JURY IN ANY ACTIONS, PROCEEDINGS, CLAIMS OR COUNTER-CLAIMS, WHETHER IN CONTRACT OR TORT OR OTHERWISE, AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT OR THE LOAN DOCUMENTS.

13. **General Provisions.** Pledgor waives demand, notice, protest, notice of acceptance of this Agreement, notice of loans made, credit extended, collateral received or delivered or other action taken in reliance hereon and all other notices of any description except as specifically set forth in Section 4 hereof. With respect both to the Obligations and the Intellectual Property Collateral, Pledgor consents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of Intellectual Property Collateral, to the addition or the release of any party or person primarily or secondarily liable, to the acceptance of partial payment thereon and the settlement, compromise or adjustment of any thereof, all in such manner and at such time or times as Lender may deem advisable. Lender shall have no duty as to the collection or protection of the Intellectual Property Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof. Pledgor has, and shall at all times maintain, the risk of loss to the Intellectual Property Collateral. Lender may exercise its rights with respect to the Intellectual Property Collateral without resort or regard to other collateral or sources of reimbursement for liability. Lender shall not be deemed to have waived any of its rights with respect to the Obligations or the Intellectual Property Collateral, unless such waiver be in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion. All rights and remedies of Lender with respect to the Obligations or the Intellectual Property Collateral, whether evidenced hereby or by any other instrument or agreement, shall be cumulative and may be exercised separately or concurrently. Pledgor will take all action as may be reasonably requested by Lender to more fully carry out the intent of this Agreement.

14. **Survival of Representations, Warranties and Agreements.** All covenants, agreements, representations and warranties made herein and in any certificates delivered pursuant hereto shall survive the execution of this Agreement and shall continue to survive even though no Obligations may be outstanding at a particular time. This Agreement shall continue in full force and effect until released in writing by Lender.

15. **Effect of Agreement.** This Agreement has been executed and delivered in the State of Georgia and shall be governed by the Uniform Commercial Code and the other laws of the State of Tennessee. Any term used in this Agreement that is defined in the Uniform Commercial Code as in effect in the State of Tennessee on the date of this Agreement and that is not otherwise defined in this Agreement shall have the meaning given to that term therein. This Agreement shall inure to the benefit of Lender and its successors and assigns, and shall be binding upon Pledgor, its successors and assigns, and all other persons who have or who become bound as a Pledgor under this Agreement pursuant to applicable law.

16. **Notices.** Any notice or other communication under this Agreement shall be in writing and shall be deemed given when delivered personally or, if mailed, when mailed United States certified or registered mail, postage prepaid, to the following addresses:

If to Lender:

Pinnacle Bank
Attn: Stephen L. Uebelhor, Senior Vice President
150 3rd Avenue South, 8th Floor
Nashville, TN 37201

If to Pledgor:

GHL Acquisition, LLC
c/o Gen Cap America, Inc.
40 Burton Hills Blvd., Suite 420
Nashville, TN 37215
Facsimile: 615-256-2487

or such other address or addresses as Lender or Pledgor shall designate by like notice to the other.

17. **Severability.** If any provision of this Agreement would otherwise be unenforceable or void, (a) that provision shall be deemed modified to the minimum extent necessary so that the provision is valid and enforceable, (b) such provision as so modified shall be enforced, and (c) the remaining provisions of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

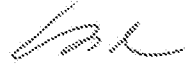
[Signature page follows]

IN WITNESS WHEREOF, Pledgor's duly authorized officer has executed this Agreement as of the date first set forth above.

PLEDGOR:

GHL ACQUISITION, LLC, a Delaware limited liability company

By: _____



Name: Christopher Godwin

Title: Senior Vice President and Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005965 FRAME: 0789

ACCEPTANCE

The undersigned, Aladdin PD Fund I, L.L.P., as Lender, accepts the foregoing collateral assignment of Intellectual Property.

PINNACLE BANK

By: 
Stephen L. Uebelhor, Senior Vice President

EXHIBIT A

Trademarks



Credit Party	Mark	Country	Application / Registration Number	Application / Registration Date
GHL Acquisition, LLC		United States	78550338 / 3092600	01/19/2005 / 05/16/2006
GHL Acquisition, LLC	GO COURT	United States	86332992 / 4811078	07/10/2014 / 09/15/2015
GHL Acquisition, LLC	PLAYRX	United States	85926309 / 4461738	05/08/2013 / 01/07/2014
GHL Acquisition, LLC	TOUCHLINE	United States	85926326 / 4454616	05/08/2013 / 12/24/2013
GHL Acquisition, LLC	HOOPS 21	United States	77275861 / 3900947	09/10/2007 / 01/04/2011
GHL Acquisition, LLC	GARED	United States	77253902 / 3417851	08/13/2007 / 04/29/2008
GHL Acquisition, LLC		United States	77254010 / 3496810	08/13/2007 / 09/02/2008
GHL Acquisition, LLC	PRO-MOLD	United States	77124805 / 3473137	03/07/2007 / 07/22/2008
GHL Acquisition, LLC	ENDURANCE	United States	77117978 / 3441745	02/28/2007 / 06/03/2008
GHL Acquisition, LLC	SKYMASTER	United States	78907001 / 3321713	06/13/2006 / 10/23/2007
GHL Acquisition, LLC	HOOPMASTER	United States	78522653 / 3330761	11/24/2004 / 11/06/2007
GHL Acquisition, LLC	HOOSIER HOOPS	United States	76369046 / 2746293	02/11/2002 / 08/05/2003
GHL Acquisition, LLC	SNAP BACK	United States	75272910 / 2220916	04/11/1997 / 01/26/1999
GHL Acquisition, LLC	TOSS BACK	United States	74457293 / 1896318	11/09/1993 / 05/30/1995
GHL Acquisition, LLC	GARED MASTER 3000	United States	74444456 / 1879288	10/07/1993 / 02/14/1995

EXHIBIT B**Patents**

Credit Party	Patent Title	Country	Registration Number	Registration Date
GHL Acquisition, LLC	Net Support	United States	D514,177	01/31/2006
GHL Acquisition, LLC	Adjustable Height Basketball Goal	United States	7,306,530	12/11/2007
GHL Acquisition, LLC	Multidirectional Breakaway Goal	United States	7,628,718	12/8/2009
GHL Acquisition, LLC	Overhead-Supported Net System	United States	7,344,458	03/18/2008
GHL Acquisition, LLC	Quick Change Backboard Bracket System	United States	7,794,342	09/14/2010
GHL Acquisition, LLC	Goal Height Adjuster Lock	United States	8,043,174	10/25/2011
GHL Acquisition, LLC	Backboard Changing System	United States	7,967,705	06/28/2011
GHL Acquisition, LLC	Multi-Directional Break-Away Goal	United States	7,798,921	09/21/2010
GHL Acquisition, LLC	Flexible Partition Roller System	United States	8,459,329	06/11/2013
GHL Acquisition, LLC	Breakaway Basketball Rim Assembly	United States	8,454,460	06/4/2013
GHL Acquisition, LLC	Lower Lift Arm For Basketball Goal	United States	D745,098	12/8/2015
GHL Acquisition, LLC	Breakaway Basketball Rim Assembly	EPO	Status: Filed (Application Number: 12157253.1)	Application: 02/28/2012
GHL Acquisition, LLC	Backboard Replacement System / Storage Cart for Backboard Replacement System	EPO / France	2,206,537	11/23/2011
GHL Acquisition, LLC	Storage Cart for Backboard Replacement System	France	2,206,537	11/23/2011

Credit Party	Patent Title	Country	Registration Number	Registration Date
GHL Acquisition, LLC	Storage Cart for Backboard Replacement System	Germany	602010000432.50	11/23/2011
GHL Acquisition, LLC	Storage Cart for Backboard Replacement System	Italy	10075007.4	11/23/2011
GHL Acquisition, LLC	Storage Cart for Backboard Replacement System	Spain	10075007.4	11/23/2011
GHL Acquisition, LLC	Storage Cart for Backboard Replacement System	Great Britain	2,206,537	11/23/2011
GHL Acquisition, LLC	Transportable Basketball Tournament System	United States	Status: Expired (Application Number: 61/765,445)	
GHL Acquisition, LLC	Transportable Basketball Tournament System	United States	Status: Filed (Application Number: 14/174,094)	
GHL Acquisition, LLC	Transportable Basketball Tournament System	PCT	Status: Inactive/Abandoned (Application Number: 14/174,094)	
GHL Acquisition, LLC	Volleyball Tensioning System	United States	Status: Pending Awaiting Exam (Application Number: 15/290,341)	Application Date: 10/11/2016

EXHIBIT C

COPYRIGHTS

None.

EXHIBIT D

LICENSES

None.