

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414085

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Drug Free Sport, LLC		01/25/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Enterprise Bank & Trust		
Street Address:	12695 Metcalf Avenue		
City:	Overland Park		
State/Country:	KANSAS		
Postal Code:	66213		
Entity Type:	Chartered Bank: MISSOURI		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4686890	DRUG FREE SPORT	
Registration Number:	5125243	DRUG FREE SPORT AXIS	
Registration Number:	2782884	SCAN	
Registration Number:	3739237	SECURE COLLECTION AUTOMATED NETWORK	
Registration Number:	3122703	THE NATIONAL CENTER FOR DRUG FREE SPORT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	sfaction@spencerfane.com		
Correspondent Name:	Glenn K. Robbins II		
Address Line 1:	Spencer Fane LLP		
Address Line 2:	1 N. Brentwood, Ste. 1000		
Address Line 4:	St. Louis, MISSOURI 63105		
NAME OF SUBMITTER:	Glenn K. Robbins II		
SIGNATURE:	/glenn k. robbins ii/		
DATE SIGNED:	01/30/2017		
Total Attachments: 12			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement"), dated as of January 25, 2017, is made by and between **DRUG FREE SPORT, LLC**, a Delaware limited liability company ("Pledgor"), and **ENTERPRISE BANK & TRUST** ("Secured Party").

WHEREAS, Pledgor and Drug Free Sport Holdings, LLC, a Delaware limited liability company (together, the "Borrowers") and Secured Party are party to that certain Loan Agreement, dated as of even date herewith (as hereafter modified, amended or restated, herein the "Loan Agreement") pursuant to which Secured Party agreed to make extensions of credit (the "Loan") to Borrowers (terms used but not defined herein have the meanings ascribed thereto in the Loan Agreement); and

WHEREAS, to induce Secured Party to make the Loan to Borrowers under the Loan Agreement, Pledgor has agreed to grant Secured Party a security interest in all of Pledgor's patents, trademarks, copyrights and other intellectual property;

NOW, THEREFORE, based on these recitals, the mutual covenants, terms, and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Collateral" has the meaning set forth in Section 2.

"Copyright Office" means the United States Copyright Office.

"PTO" means the United States Patent and Trademark Office.

"UCC" means the Uniform Commercial Code as in effect in the State of Missouri.

(b) Terms Defined in UCC. Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Construction. In this Agreement, the following rules of construction and interpretation shall be applicable: (i) no reference to "proceeds" in this Agreement authorizes any sale, transfer, or other disposition of any Collateral by Pledgor; (ii) "includes" and "including" are not limiting; (iii) "or" is not exclusive; and (iv) "all" includes "any" and "any" includes "all." To the extent not inconsistent with the foregoing, the rules of construction and interpretation set forth in Section 1.3 the Loan Agreement shall also be applicable to this Agreement and are incorporated herein by this reference.

SECTION 2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of Borrowers' Obligations to Secured Party under the Loan Agreement and all other documents and instruments executed in connection therewith (the "Loan Documents"), Pledgor hereby grants to Secured Party a security interest in, all of Pledgor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Pledgor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (including any such trademarks, service marks, or other marks or tradenames but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof provided that trademark applications for which Pledgor has not filed and had accepted under applicable law a "Statement of Use" or "Amendment to Allege Use" are excluded hereunder;

(ii) all patents and patent applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including, without limitation, such patents and patent applications as described in Schedule B), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Pledgor connected with and symbolized by any of the aforementioned properties and assets;

(iv) All of Pledgor's present and future copyright registrations, including Pledgor's United States copyright registrations listed in Schedule C to this Agreement, all of Pledgor's present and future applications for copyright registrations, and all of Pledgor's present and future copyrights that are not registered in the Copyright Office, including, without limitation, derivative works (collectively, the "Copyrights"), and any and all royalties, payments, and other amounts payable to Pledgor in connection with the Copyrights, together with all renewals and extensions of the Copyrights, the right to recover for all past, present, and future infringements of the Copyrights, and all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Copyrights, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(v) All of Pledgor's right, title and interest in and to any and all present and future license agreements with respect to the Copyrights;

(vi) All present and future accounts and other rights to payment arising from, in connection with or relating to the Copyrights;

(vii) all general intangibles and all intellectual or other intangible property of Pledgor of any kind or nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including but not limited to internet web domains; and

(viii) all cash and non-cash proceeds, replacements of, substitutions for and accessions of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral.

Notwithstanding the foregoing in no event shall the Collateral include any application for registration of a Trademark filed with the PTO on an intent-to-use basis until such time (if any) as a Statement of Use or Amendment to Allege Use is filed, at which time such Trademark shall automatically become part of the Collateral and subject to the security interest pledged.

(b) Continuing Security Interest. Pledgor agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement. This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or other security documents referred to therein. The rights and remedies of Secured Party with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other Loan Documents referred to therein, all terms and provisions of which are incorporated herein by reference.

SECTION 4. Representations and Warranties. Pledgor represents and warrants to Secured Party and covenants and agrees with Secured Party, the following:

(a) Trademarks. A true and correct list of all of the existing Collateral consisting of U.S. trademark registrations or applications owned by Pledgor, in whole or in part, is set forth in Schedule A.

(b) Patents. A true and correct list of all of the existing Collateral consisting of U.S. patents and patent applications or registrations owned by Pledgor, in whole or in part, is set forth in Schedule B.

(c) Copyright Registrations. A true and correct list of all of Pledgor's United States copyright registrations is set forth in Schedule C.

(d) Applications for Copyright Registration. A true and correct list of all of Pledgor's United States applications for copyright registrations is set forth in Schedule D.

(e) Verification. Any officers, employees or agents of Secured Party shall have the right, at any time or times hereafter, in the name of Secured Party or Pledgor or in the name of a nominee of Secured Party, to verify the validity, amount or any other matter relating to any Collateral by mail, telephone, telegraph or otherwise. All reasonable costs, fees and expenses relating thereto incurred by Secured Party (or for which Secured Party becomes obligated) during the continuation of any Event of Default or any event which with the passage of time or the giving of notice or both would become an Event of Default under this Agreement shall become part of the Obligations and be payable by Pledgor to Secured Party on demand;

(f) Records. Pledgor will at all times maintain a record of Collateral at its chief executive office, keeping correct and accurate records itemizing and describing the Collateral, all of which records shall be available during Pledgor's usual business hours at the request of any of Secured Party's officers, employees or agents. Pledgor will cooperate fully with Secured Party and its officers, employees and agents who have the right at any time or times to inspect the Collateral and the records with respect thereto; and

(g) Priority. All of the Collateral is subject to a first priority perfected security interest in favor of the Secured Party.

SECTION 5. Representations and Covenants of Pledgor. Pledgor hereby represents and warrants to Secured Party, and covenants and agrees with Secured Party, that:

(a) Pledgor is a limited liability duly organized, validly existing and in good standing under the laws of the state of its organization. Pledgor's exact legal name is as set forth in the preamble of this Agreement and, except as previously disclosed to Secured Party, Pledgor has not during the past five (5) years conducted business under any other name. Pledgor does not now, nor will Pledgor at any time during the term of this Agreement, conduct business under any name other than its exact legal name. Pledgor's organizational identification number is 43-1841425. Pledgor will not change its type of organization, its jurisdiction of organization, its name or its organizational identification number unless (i) Pledgor gives Secured Party at least thirty (30) days prior written notice of the same, (ii) such change is permitted pursuant to the terms of the Loan Agreement and the other Loan Documents and (iii) prior to making any such change, Pledgor executes (if necessary) and/or obtains and delivers to Secured Party any and all additional financing statements and/or amendments thereto and/or other agreements, documents or notices as may be required by Secured Party;

(b) Pledgor has full corporate right, power and authority to execute, deliver and perform its obligations under this Agreement and to grant to Secured Party the security interest in and lien on the Collateral hereby stated to be granted;

(c) The individual executing this Agreement on behalf of Pledgor has been duly elected and qualified and has been duly authorized and empowered to execute, deliver and perform the terms of this Agreement on behalf of Pledgor;

(d) The execution, delivery and performance of this Agreement by Pledgor does not and will not violate any of the terms or provisions of the Articles of Organization or

Operating Agreement of Pledgor;

(e) To the best of Pledgor's knowledge, the execution, delivery and performance of this Agreement by Pledgor does not and will not violate any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award presently in effect having applicability to Pledgor or the terms of any indenture, agreement, document, instrument or undertaking to which Pledgor is a party or by which it or any of its properties is bound;

(f) Pledgor's chief executive office the location of the office where Pledgor keeps its books and records respecting the Collateral is 2537 Madison Avenue, Kansas City, MO 64108;

(g) Pledgor is, or, as to Collateral acquired by Pledgor after the date hereof, will be, the sole and absolute owner of all of the Collateral owned by Pledgor, free and clear of any and all liens and claims of any kind or nature whatsoever, and Pledgor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein;

(h) Except for filings by Secured Party, no financing statement covering any of the Collateral is or will be on file in any public office at any time during the term of this Agreement other than such of the same as necessary to perfect Secured Party's security interest in and lien on the Collateral and those of the same, if any, disclosed in the Loan Agreement;

(i) Pledgor will not, without the prior written consent of Secured Party, sell, transfer, lease, license or otherwise dispose of or offer to dispose of any of the Collateral or any interest therein;

(j) Pledgor will permit Secured Party to examine and inspect the Collateral or any part thereof, wherever located, at any reasonable time or times with advance written notice provided to Pledgor; provided that in the exercise of this right, Secured Party agrees to use its best efforts to avoid material interference with each Pledgor's business operations;

(k) Pledgor hereby irrevocably authorizes Secured Party at any time and from time to time to file in any Uniform Commercial Code jurisdiction initial financing statements and/or any amendments thereto;

(l) Pledgor will reimburse Secured Party upon demand for (i) all reasonable costs and expenses incident to perfecting, maintaining or terminating the security interest granted by this Agreement, including search fees, filing and recording fees, fees and expenses owing to third parties for services provided under any control agreement entered into to perfect the security interest herein granted in Collateral in electronic format and all taxes and legal and other actual out-of-pocket fees and expenses paid or incurred by Secured Party in connection with any of the foregoing and (ii) all costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Secured Party in seeking to collect or enforce any rights under this Agreement or incurred by Secured Party in seeking to collect or enforce any of the Obligations, all of which costs and expenses shall constitute a part of the Obligations and be payable by Pledgor to Secured Party on demand.

SECTION 6. Further Acts. On a continuing basis, Pledgor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the first perfected security interest granted or purported to be granted hereby, to ensure Pledgor's compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO, the Copyright Office or any applicable office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, the Copyright Office, or any other office necessary for perfection of the security interests herein granted at the expense of Pledgor. In addition, Pledgor authorizes Secured Party to file financing statements describing the Collateral in any UCC filing office deemed necessary by Secured Party. If Pledgor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, Pledgor shall immediately notify Secured Party in a writing signed by Pledgor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Secured Party.

SECTION 7. Authorization to Supplement. If Pledgor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Pledgor shall give prompt notice in writing to Secured Party with respect to any such new Collateral or renewal or extension of any Collateral registration. Without limiting Pledgor's obligations under this Section 7, Pledgor authorizes Secured Party to modify this Agreement by amending Schedules A, B, C and D to include any such new patent, trademark rights, copyrights or applications therefor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend any Schedule shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on a Schedule hereto.

SECTION 8. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Secured Party and its successors and assigns. Pledgor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Documents.

SECTION 9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Missouri, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of Missouri.

SECTION 10. Entire Agreement; Amendment. This Agreement, the Loan Agreement, and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party unilaterally may re-execute this Agreement or modify, amend or supplement the Schedules

hereto as provided in Section 7 hereof. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 11. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering a counterpart of this Agreement by facsimile shall also deliver a manually executed counterpart, but the failure to so deliver a manually executed counterpart shall not affect the validity, enforceability, or binding effect hereof.

SECTION 12. Termination. Upon payment and performance in full of the Indebtedness, the security interests created by this Agreement shall terminate and Secured Party (at Pledgor's expense) shall promptly execute and deliver to Pledgor such documents and instruments reasonably requested by Pledgor as shall be reasonably necessary to evidence termination of all such security interests given by Pledgor to Secured Party hereunder, including without limitation cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 13. No Inconsistent Requirements. Pledgor acknowledges that this Agreement and the other documents, agreements and instruments entered into or executed in connection herewith may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Pledgor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

SECTION 15. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

SECTION 16. Power of Attorney. Pledgor hereby appoints the Secured Party as the Pledgor's true and lawful attorney-in-fact and in the Pledgor's name, place and stead with full power of substitution, in the Secured Party's name or the Pledgor's name or otherwise, from time to time during the continuance of an Event of Default under the Loan Agreement, the other Loan Documents or under this Agreement, at Pledgor's sole cost and expense, to take any of the following actions: (a) to notify account pledgor or the obligors on the Collateral and the related rights to make and deliver payments to the Secured Party; (b) to demand, sue for, collect, receive and give acquittances for any and all monies due or to become due by virtue thereof and

otherwise deal with proceeds; (c) to receive, take, endorse, assign and deliver any and all checks, notes, drafts, documents and other negotiable and non-negotiable instruments and chattel paper taken or received by the Secured Party in connection therewith; (d) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto; (e) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof or the relative goods, as fully and effectively as if the Secured Party were the absolute owner thereof; and (f) to extend the time of payment of any or all thereof and to grant waivers and make any allowance or other adjustment with reference thereto; provided, however, the Secured Party will be under no obligation or duty to exercise any of the powers hereby conferred upon it and will be without liability for any act or failure to act in connection with the collection of, or the preservation of any rights under, any Collateral.


SECTION 17. Default: Remedies. During the continuance of any Event of Default as provided in the Loan Agreement or hereunder or under any other Loan Document, then, and in any such event, the Secured Party may, at its option and without notice to any party, declare all or any portion of the Obligations to be immediately due and payable and may proceed to enforce payment of the same, to exercise any or all rights and remedies provided herein, in the other Loan Documents, and by the UCC and otherwise available at law or in equity. All remedies hereunder are cumulative, and any indulgence or waiver by the Secured Party will not be construed as an abandonment of any other right hereunder or of the power to enforce the same or another right at a later time. Whether the Secured Party elects to exercise any other rights or remedies under this Agreement or applicable law, the Secured Party will be entitled to have a receiver appointed to take possession of the Collateral without notice, which notice the Pledgor hereby waives, notwithstanding anything contained in this Agreement or any law heretofore or hereafter enacted.

SECTION 18. Inconsistencies with the Loan Agreement. To the extent any terms hereof are inconsistent with the terms of the Loan Agreement, the terms of the Loan Agreement will control.

**[The remainder of this page is intentionally left blank;
signature page follows.]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

DRUG FREE SPORT, LLC
A Delaware limited liability company

By: 
Name: Christopher Guinty
Title: President and CEO

**SCHEDULE A
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS, SERVICE MARKS AND TRADENAMES**

Asset Type	Asset Identification	Reg./Serial No. (if applicable)
Service Mark	DRUG FREE SPORT	Serial no.: 86/135,960 Registration no.: 4,686,890
Service Mark	DRUG FREE SPORT AXIS	Serial no.: 86/708,653 Registration no.: 5,125,243
Service Mark	SCAN	Serial no.: 76,393,843 Registration no.: 2,782,884
Service Mark	SECURE COLLECTION AUTOMATED NETWORK	Serial No.: 77/742,458 Registration no.: 3,739,237
Service Mark	THE NATIONAL CENTER FOR DRUG FREE SPORT	Serial no.: 78/473,275 Registration no.: 3,122,703

SCHEDULE B
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS AND PATENT APPLICATIONS

NONE

WA 9069797.6

TRADEMARK
REEL: 005976 FRAME: 0324

**SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHT REGISTRATIONS**

NONE

WA 9069797.6