

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Growth Management Corporation		03/24/2017	Corporation: NEBRASKA
RECEIVING PARTY DATA			
Name:	First National Bank of Omaha		
Street Address:	134 South 13th Street		
Internal Address:	Suite 100		
City:	Lincoln		
State/Country:	NEBRASKA		
Postal Code:	68508		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1476309	AMIGOS	
Registration Number:	2891909	KINGS CLASSIC	
Registration Number:	4321264	KOPELI	
CORRESPONDENCE DATA			
Fax Number:	4024378558		
<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:	4024378531		
Email:	akoszewski@woodsaitken.com		
Correspondent Name:	Andrew Koszewski		
Address Line 1:	301 South 13th Street		
Address Line 2:	Suite 500		
Address Line 4:	Lincoln, NEBRASKA 68508		
NAME OF SUBMITTER:	Andrew Koszewski		
SIGNATURE:	/andrew koszewski/		
DATE SIGNED:	04/10/2017		
Total Attachments: 4 source=00716870#page1.tif			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), is made this 24th day of March, 2017, by GROWTH MANAGEMENT CORPORATION, a Nebraska corporation ("Borrower"), in favor of FIRST NATIONAL BANK OF OMAHA, d/b/a FIRST NATIONAL BANK, a national banking association ("Bank"), whose mailing address is 134 South 13th Street, Suite 100, Lincoln, Nebraska 68508, its successors, participants and assigns.

WHEREAS, Borrower and the Bank have entered into a Credit Facility Agreement of even date herewith (as amended, supplemented, or otherwise modified from time to time, the "Credit Agreement"), pursuant to which, among other things, the Bank has agreed to provide a term loan facility to Borrower, subject to the terms and provisions of the Credit Agreement, in an aggregate sum not exceeding Three Million Two Hundred Thousand and No/100ths Dollars (\$3,200,000.00) (the "Term Loan"), for the purposes described in the Credit Agreement;

WHEREAS, as a condition precedent to the making of the Term Loan by the Bank under the Credit Agreement, Borrower has executed and delivered to the Bank that certain Security Agreement dated as of even date herewith (the "Security Agreement"): and

WHEREAS, under the terms of the Security Agreement, Borrower has granted the Bank, a security interest in, among other property, certain intellectual property of the Borrower, and has agreed to execute and deliver this IP Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office.

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

1. Grant of Security. Borrower hereby pledges and grants to the Bank a security interest in and to all of the right, title and interest of the Borrower in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "IP Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Borrower accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Borrower authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Bank.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

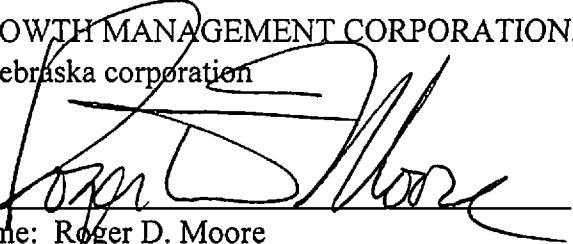
4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic format (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Nebraska, without giving effect to any choice or conflict of law provision or rule (whether of the State of Nebraska or any other jurisdiction).

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

GROWTH MANAGEMENT CORPORATION,
a Nebraska corporation

By: 
Name: Roger D. Moore
Title: President

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark Description -----	Country -----	Registration No. -----	Status -----
Amigos	USA	1476309	Active
Kings Classic	USA	2891909	Active
Kopeli	USA	4321264	Active