

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM424595

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Patent and Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Pro Performance Sports, LLC		01/26/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue, Suite 3000W		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 21</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4883172	ACCUSTICK	
<b>Registration Number:</b>	4883189	AMMO BAT SYSTEM	
<b>Registration Number:</b>	4407674	BALL-FIRST	
<b>Registration Number:</b>	4399658		
<b>Registration Number:</b>	4878657		
<b>Registration Number:</b>	4525751	CORE PUSHUP	
<b>Registration Number:</b>	4419600	GLIDE PAD	
<b>Registration Number:</b>	3850464	GYRO SWING	
<b>Registration Number:</b>	4597356	HIT-A-WAY	
<b>Registration Number:</b>	4141857	PRACTICE PLAY WIN	
<b>Registration Number:</b>	4837464	PRO MINI	
<b>Registration Number:</b>	4406278	PRO MINI HOOP	
<b>Registration Number:</b>	4135499	QUICKSTER	
<b>Registration Number:</b>	4426401	SHOCKWAVE	
<b>Registration Number:</b>	4250937	SIMSTIX	
<b>Registration Number:</b>	3272944	SKLZ	
<b>Serial Number:</b>	87272076	SKLZ	
<b>Registration Number:</b>	4734777	SKLZ ACCELERATOR PRO	
<b>Registration Number:</b>	3798983	SPORT-BRELLA	
<b>TRADEMARK</b>			

CH \$540.00 4883172

Property Type	Number	Word Mark
Registration Number:	4597357	STAR-KICK
Registration Number:	3986871	SUPER-BRELLA

**CORRESPONDENCE DATA**

**Fax Number:** 2027393001  
*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.*

**Phone:** 202-739-5866  
**Email:** felicia.gordon@morganlewis.com  
**Correspondent Name:** Morgan, Lewis & Bockius LLP  
**Address Line 1:** 1111 Pennsylvania Avenue, NW  
**Address Line 4:** Washington, D.C. 20004

<b>ATTORNEY DOCKET NUMBER:</b>	058438-08-0636
<b>NAME OF SUBMITTER:</b>	Felicia D. Gordon
<b>SIGNATURE:</b>	/Felicia D. Gordon/
<b>DATE SIGNED:</b>	04/21/2017

**Total Attachments: 21**

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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of January 26, 2017, is made by and between Pro Performance Sports, LLC, a Delaware limited liability company (the "Borrower"), having a business location at the address set forth below next to its signature, and Wells Fargo Bank, National Association ("Lender"), having a business location at the address set forth below next to its signature.

### Recitals

A. Borrower and Lender are parties to (i) a Credit Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement"), setting forth the terms on which Lender may now or hereafter extend credit to or for the account of Borrower, and (ii) a Security Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Security Agreement"), under which Security Agreement the Borrower has granted a security interest in substantially all of its now existing or hereafter acquired personal property to secure its respective obligations now or hereafter owing to Lender.

B. As a condition to extending credit to or for the account of Borrower, Lender has required the execution and delivery of this Agreement by Borrower.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Borrower's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including, without limitation, the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the patents listed on Exhibit A.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Borrower's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit B.

2. Security Interest. Borrower hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of Borrower. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. §1060.

3. Representations, Warranties and Agreements. Borrower represents, warrants, and agrees as follows:

(a) **Existence; Authority.** Borrower is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Borrower.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Borrower as of the date hereof, or to which Borrower has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Borrower owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Borrower shall provide Lender with updated information with respect to such Patents no less frequently than semi-annually (on such dates as reasonably requested by Lender), and any such updated information may be added by Lender to Exhibit A hereto and shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Borrower as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Borrower's business(es). If after the date hereof, Borrower owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Borrower's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Borrower shall provide Lender with updated information with respect to such Trademarks no less frequently than semi-annually (on such dates as reasonably requested by Lender), and any such updated information may be added by Lender to Exhibit B hereto and shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Borrower, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Borrower shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Borrower; or (ii) notify Lender of such item(s) and cause such Affiliate to execute and deliver to Lender a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Borrower has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Borrower (i) will have, at the time Borrower acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Borrower will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Lender's prior written consent, except (i) as permitted in the Credit Agreement or the Security Agreement (if any), or (ii) Borrower may abandon or discontinue any Patent or Trademark that is not necessary or material in the conduct of Borrower's business (and so long as such abandonment or discontinuance does not have an adverse effect on the value of any collateral that has been included in the Borrowing Base).

(g) **Defense.** Borrower will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Borrower will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Borrower covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Lender: (i) sufficient written notice, of at least 30 days, to allow Lender to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Lender's Right to Take Action.** If Borrower fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after Lender gives Borrower written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Borrower notifies Lender

that it intends to abandon a Patent or Trademark, Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Borrower (or, at Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, Borrower shall pay Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Lender in connection with or as a result of Lender's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Lender at the Default Rate.

(k) **Power of Attorney.** To facilitate Lender's taking action under subsection (i) and exercising its rights under Section 6, Borrower hereby irrevocably appoints (which appointment is coupled with an interest) Lender, or its delegate, as the attorney-in-fact of Borrower with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Borrower, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Borrower under this Section 3, or, necessary for Lender, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. Borrower's Use of the Patents and Trademarks. Borrower shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Borrower shall fail promptly to observe or perform any covenant or agreement in this Agreement binding on it; or (c) any of the representations or warranties contained in Section 3 of this Agreement shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement and the Security Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Lender may enforce the Patents and Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Lender. A waiver signed by Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender's rights or remedies. All rights and remedies of Lender shall be cumulative and may be exercised singularly or concurrently, at Lender's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Borrower or Lender under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights Borrower may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Borrower and Lender and their respective participants, successors and assigns and shall take effect when signed by Borrower and delivered to Lender, and Borrower waives notice of Lender's acceptance hereof. Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Borrower shall have the same force and effect as the original for all purposes of a financing statement. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; ARBITRATION.

(a) CHOICE OF LAW. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS

AGREEMENT, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING UNDER THIS AGREEMENT OR RELATED TO THIS AGREEMENT AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF.

(b) VENUE. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE TRIED AND LITIGATED IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. EACH PARTY TO THIS AGREEMENT WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 8(b).

(c) JURY TRIAL WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES TO THIS AGREEMENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED IN THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS (EACH, A "CLAIM"). EACH PARTY TO THIS AGREEMENT REPRESENTS THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(d) LIMITATION ON DAMAGES. NO CLAIM MAY BE MADE BY THE BORROWER AGAINST LENDER, OR ANY AFFILIATE OF LENDER OR ANY DIRECTOR, OFFICER, EMPLOYEE, COUNSEL, REPRESENTATIVE, AGENT, OR ATTORNEY-IN-FACT OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY ACT, OMISSION, OR EVENT OCCURRING IN



CONNECTION HEREWITH, AND THE BORROWER HEREBY WAIVES, RELEASES, AND AGREES NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

(e) ARBITRATION. THE PARTIES HERETO AGREE, UPON DEMAND BY ANY PARTY, WHETHER MADE BEFORE THE INSTITUTION OF A JUDICIAL PROCEEDING OR NOT MORE THAN 60 DAYS AFTER SERVICE OF A COMPLAINT, THIRD PARTY COMPLAINT, CROSS-CLAIM, COUNTERCLAIM OR ANY ANSWER THERETO OR ANY AMENDMENT TO ANY OF THE ABOVE TO SUBMIT TO BINDING ARBITRATION ALL CLAIMS, DISPUTES AND CONTROVERSIES BETWEEN OR AMONG THEM (AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, ATTORNEYS, AND OTHER AGENTS), WHETHER IN TORT, CONTRACT OR OTHERWISE ARISING OUT OF OR RELATING TO IN ANY WAY THIS AGREEMENT, AND THE NEGOTIATION, EXECUTION, ADMINISTRATION, REPAYMENT, MODIFICATION, EXTENSION, SUBSTITUTION, FORMATION, INDUCEMENT, ENFORCEMENT, DEFAULT OR TERMINATION OF THIS AGREEMENT.

(f) GOVERNING RULES. ANY ARBITRATION PROCEEDING WILL (I) PROCEED IN A LOCATION IN LOS ANGELES COUNTY, CALIFORNIA SELECTED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”); (II) BE GOVERNED BY THE FEDERAL ARBITRATION ACT (TITLE 9 OF THE UNITED STATES CODE); AND (III) BE CONDUCTED BY THE AAA, OR SUCH OTHER ADMINISTRATOR AS THE PARTIES SHALL MUTUALLY AGREE UPON, IN ACCORDANCE WITH THE AAA’S COMMERCIAL DISPUTE RESOLUTION PROCEDURES, UNLESS THE CLAIM OR COUNTERCLAIM IS AT LEAST \$1,000,000.00 EXCLUSIVE OF CLAIMED INTEREST, ARBITRATION FEES AND COSTS IN WHICH CASE THE ARBITRATION SHALL BE CONDUCTED IN ACCORDANCE WITH THE AAA’S OPTIONAL PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES (THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES OR THE OPTIONAL PROCEDURES FOR LARGE, COMPLEX COMMERCIAL DISPUTES TO BE REFERRED TO HEREIN, AS APPLICABLE, AS THE “RULES”). IF THERE IS ANY INCONSISTENCY BETWEEN THE TERMS HEREOF AND THE RULES, THE TERMS AND PROCEDURES SET FORTH HEREIN SHALL CONTROL. ANY PARTY WHO FAILS OR REFUSES TO SUBMIT TO ARBITRATION FOLLOWING A DEMAND BY ANY OTHER PARTY SHALL BEAR ALL COSTS AND EXPENSES INCURRED BY SUCH OTHER PARTY IN COMPELLING ARBITRATION OF ANY DISPUTE. NOTHING CONTAINED HEREIN SHALL BE DEEMED TO BE A WAIVER BY ANY PARTY THAT IS A BANK OF THE PROTECTIONS AFFORDED TO IT UNDER 12 U.S.C. §91 OR ANY SIMILAR APPLICABLE STATE LAW.

(g) NO WAIVER OF PROVISIONAL REMEDIES, SELF-HELP AND FORECLOSURE. THE ARBITRATION REQUIREMENT DOES NOT LIMIT THE

RIGHT OF ANY PARTY BEFORE, DURING OR AFTER THE PENDENCY OF ANY ARBITRATION PROCEEDING TO (I) FORECLOSE AGAINST REAL OR PERSONAL PROPERTY COLLATERAL; (II) EXERCISE SELF-HELP REMEDIES RELATING TO COLLATERAL OR PROCEEDS OF COLLATERAL SUCH AS SETOFF OR REPOSSESSION; OR (III) OBTAIN PROVISIONAL OR ANCILLARY REMEDIES SUCH AS REPLEVIN, WRIT OF POSSESSION, INJUNCTIVE RELIEF, ATTACHMENT, GARNISHMENT OR THE APPOINTMENT OF A RECEIVER. THIS EXCLUSION DOES NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF ANY PARTY TO SUBMIT ANY DISPUTE TO ARBITRATION OR REFERENCE HEREUNDER, INCLUDING THOSE ARISING FROM THE EXERCISE OF THE ACTIONS DETAILED IN SECTIONS (I), (II) AND (III) OF THIS PARAGRAPH.

(h) ARBITRATOR QUALIFICATIONS AND POWERS. ANY ARBITRATION PROCEEDING IN WHICH THE AMOUNT IN CONTROVERSY IS \$5,000,000.00 OR LESS WILL BE DECIDED BY A SINGLE ARBITRATOR SELECTED ACCORDING TO THE RULES, AND WHO SHALL NOT RENDER AN AWARD OF GREATER THAN \$5,000,000.00. ANY DISPUTE IN WHICH THE AMOUNT IN CONTROVERSY EXCEEDS \$5,000,000.00 SHALL BE DECIDED BY MAJORITY VOTE OF A PANEL OF THREE ARBITRATORS; PROVIDED HOWEVER, THAT ALL THREE ARBITRATORS MUST ACTIVELY PARTICIPATE IN ALL HEARINGS AND DELIBERATIONS, EXCEPT THAT A SINGLE ARBITRATOR MAY DECIDE PRE-HEARING DISCOVERY DISPUTES. THE ARBITRATOR(S) WILL BE A NEUTRAL ATTORNEY LICENSED IN THE STATE OF CALIFORNIA OR A NEUTRAL RETIRED JUDGE OF THE STATE OR FEDERAL JUDICIARY OF CALIFORNIA, IN EITHER CASE WITH A MINIMUM OF TEN YEARS EXPERIENCE IN THE SUBSTANTIVE LAW APPLICABLE TO THE SUBJECT MATTER OF THE DISPUTE TO BE ARBITRATED. THE ARBITRATOR(S) WILL DETERMINE WHETHER OR NOT AN ISSUE IS ARBITRATABLE AND WILL GIVE EFFECT TO THE STATUTES OF LIMITATION OR REPOSE IN DETERMINING ANY CLAIM. IN ANY ARBITRATION PROCEEDING THE ARBITRATOR(S) WILL DECIDE (BY DOCUMENTS ONLY OR WITH A HEARING AT THE ARBITRATOR'S DISCRETION) ANY PRE-HEARING MOTIONS WHICH ARE SIMILAR TO MOTIONS TO DISMISS FOR FAILURE TO STATE A CLAIM OR MOTIONS FOR SUMMARY ADJUDICATION. THE ARBITRATOR(S) SHALL RESOLVE ALL DISPUTES IN ACCORDANCE WITH THE SUBSTANTIVE LAW OF CALIFORNIA AND MAY GRANT ANY REMEDY OR RELIEF THAT A COURT OF SUCH STATE COULD ORDER OR GRANT WITHIN THE SCOPE HEREOF AND SUCH ANCILLARY RELIEF AS IS NECESSARY TO MAKE EFFECTIVE ANY AWARD. THE ARBITRATOR(S) SHALL ALSO HAVE THE POWER TO AWARD RECOVERY OF ALL COSTS AND FEES, TO IMPOSE SANCTIONS AND TO TAKE SUCH OTHER ACTION AS THE ARBITRATOR(S) DEEMS NECESSARY TO THE SAME EXTENT A JUDGE COULD PURSUANT TO THE FEDERAL RULES OF CIVIL PROCEDURE, THE

CALIFORNIA CODE OF CIVIL PROCEDURE OR OTHER APPLICABLE LAW. JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THE INSTITUTION AND MAINTENANCE OF AN ACTION FOR JUDICIAL RELIEF OR PURSUIT OF A PROVISIONAL OR ANCILLARY REMEDY SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OF ANY PARTY, INCLUDING THE PLAINTIFF, TO SUBMIT THE CONTROVERSY OR CLAIM TO ARBITRATION IF ANY OTHER PARTY CONTESTS SUCH ACTION FOR JUDICIAL RELIEF.

(i) DISCOVERY. IN ANY ARBITRATION PROCEEDING, DISCOVERY WILL BE PERMITTED IN ACCORDANCE WITH THE RULES. ALL DISCOVERY SHALL BE EXPRESSLY LIMITED TO MATTERS DIRECTLY RELEVANT TO THE DISPUTE BEING ARBITRATED AND MUST BE COMPLETED NO LATER THAN 20 DAYS BEFORE THE HEARING DATE. ANY REQUESTS FOR AN EXTENSION OF THE DISCOVERY PERIODS, OR ANY DISCOVERY DISPUTES, WILL BE SUBJECT TO FINAL DETERMINATION BY THE ARBITRATOR(S) UPON A SHOWING THAT THE REQUEST FOR DISCOVERY IS ESSENTIAL FOR THE PARTY'S PRESENTATION AND THAT NO ALTERNATIVE MEANS FOR OBTAINING INFORMATION IS AVAILABLE.

(j) CLASS PROCEEDINGS AND CONSOLIDATIONS. NO PARTY HERETO SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY ARBITRATION, EXCEPT PARTIES WHO HAVE EXECUTED THIS AGREEMENT, OR TO INCLUDE IN ANY ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

(k) PAYMENT OF ARBITRATION COSTS AND FEES. THE ARBITRATOR(S) SHALL AWARD ALL COSTS AND EXPENSES OF THE ARBITRATION PROCEEDING.

(l) REAL PROPERTY COLLATERAL; JUDICIAL REFERENCE. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NO DISPUTE SHALL BE SUBMITTED TO ARBITRATION IF THE DISPUTE CONCERNS INDEBTEDNESS SECURED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, BY ANY REAL PROPERTY UNLESS (I) THE HOLDER OF THE MORTGAGE, LIEN OR SECURITY INTEREST SPECIFICALLY ELECTS IN WRITING TO PROCEED WITH THE ARBITRATION, OR (II) ALL PARTIES TO THE ARBITRATION WAIVE ANY RIGHTS OR BENEFITS THAT MIGHT ACCRUE TO THEM BY VIRTUE OF THE SINGLE ACTION RULE STATUTE OF CALIFORNIA, THEREBY AGREEING THAT ALL INDEBTEDNESS AND OBLIGATIONS OF THE PARTIES, AND ALL MORTGAGES, LIENS AND SECURITY INTERESTS SECURING SUCH INDEBTEDNESS AND OBLIGATIONS, SHALL REMAIN FULLY VALID AND ENFORCEABLE. IF ANY SUCH DISPUTE

IS NOT SUBMITTED TO ARBITRATION, THE DISPUTE SHALL BE REFERRED TO A REFEREE IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 ET SEQ., AND THIS GENERAL REFERENCE AGREEMENT IS INTENDED TO BE SPECIFICALLY ENFORCEABLE IN ACCORDANCE WITH SAID SECTION 638. A REFEREE WITH THE QUALIFICATIONS REQUIRED HEREIN FOR ARBITRATORS SHALL BE SELECTED PURSUANT TO THE AAA'S SELECTION PROCEDURES. JUDGMENT UPON THE DECISION RENDERED BY A REFEREE SHALL BE ENTERED IN THE COURT IN WHICH SUCH PROCEEDING WAS COMMENCED IN ACCORDANCE WITH CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 644 AND 645.

(m) MISCELLANEOUS. TO THE MAXIMUM EXTENT PRACTICABLE, THE AAA, THE ARBITRATOR(S) AND THE PARTIES SHALL TAKE ALL ACTION REQUIRED TO CONCLUDE ANY ARBITRATION PROCEEDING WITHIN 180 DAYS OF THE FILING OF THE DISPUTE WITH THE AAA. NO ARBITRATOR(S) OR OTHER PARTY TO AN ARBITRATION PROCEEDING MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS THEREOF, EXCEPT FOR DISCLOSURES OF INFORMATION BY A PARTY REQUIRED IN THE CONNECTION WITH FINANCIAL REPORTING IN THE ORDINARY COURSE OF ITS BUSINESS OR BY APPLICABLE LAW OR REGULATION. IF MORE THAN ONE AGREEMENT FOR ARBITRATION BY OR BETWEEN THE PARTIES POTENTIALLY APPLIES TO A DISPUTE, THE ARBITRATION PROVISION MOST DIRECTLY RELATED TO THIS AGREEMENT OR THE SUBJECT MATTER OF THE DISPUTE SHALL CONTROL. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION, AMENDMENT OR EXPIRATION OF THIS AGREEMENT OR ANY RELATIONSHIP BETWEEN THE PARTIES.

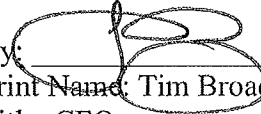
(n) WAIVER OF JURY TRIAL. THE PARTIES HERETO HEREBY ACKNOWLEDGE THAT BY AGREEING TO BINDING ARBITRATION THEY HAVE IRREVOCABLY WAIVED THEIR RESPECTIVE RIGHTS TO A JURY TRIAL WITH RESPECT TO ANY ACTION, CLAIM OR OTHER PROCEEDING ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT DELIVERED IN CONNECTION HERewith, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THEREUNDER, OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS AGREEMENT.

[signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Pro Performance Sports, LLC  
2081 Faraday Avenue  
Carlsbad, CA 92008  
Attn: Tim Broadhead, CFO

PRO PERFORMANCE SPORTS, LLC

By:   
Print Name: Tim Broadhead  
Title: CFO

Wells Fargo Bank, National Association  
2450 Colorado Avenue, Suite 3000W  
Santa Monica, CA 90404  
Attn: Relationship Manager-Pro Performance Sports, LLC

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Authorized Signatory

*WFB/Pro Performance Sports, LLC  
Patent and Trademark Security Agreement*

[Signature page]

DB2/ 30941377

**TRADEMARK  
REEL: 006039 FRAME: 0822**

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

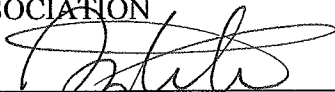
Pro Performance Sports, LLC  
2081 Faraday Avenue  
Carlsbad, CA 92008  
Attn: Tim Broadhead, CFO

PRO PERFORMANCE SPORTS, LLC

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Wells Fargo Bank, National Association  
2450 Colorado Avenue, Suite 3000W  
Santa Monica, CA 90404  
Attn: Relationship Manager-Pro Performance Sports, LLC

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:   
Print Name: Sylvia Tran  
Title: Authorized Signatory

*WFB/Pro Performance Sports, LLC  
Patent and Trademark Security Agreement*

[Signature page]

DB2/ 30941377

**TRADEMARK  
REEL: 006039 FRAME: 0823**

EXHIBIT A

PATENTS

**SKLZ UTILITY PATENTS**  
As of 1/25/2017

Country	Title	App. No.	Patent Number	Date Filed	Date issued	Status
PCT	Baseball Batting Tee	PCT/US2016/027279		4/13/2016		Pending
U.S.	Baseball Batting Tee	14/687,006		4/15/2015		Pending
U.S.	Agility Ladder	14/459,744		8/14/2014		Pending
U.S.	Goal Apparatus	14/614,314	9463367	2/4/2015		Issued
U.S.	Floor Exercise Slider	14/444,597		7/28/2014		Pending
U.S.	Goal Apparatus	14/615,334		2/5/2015	11/2/2016	Issued
U.S.	Goal Apparatus	15/339,549		11/1/2016		Pending
Europe (Nat'l Stage PCT)	Agility Ladder	Pending (PCT/US2015/015265)		2/10/2015		Pending
Japan (Nat'l Stage PCT)	Agility Ladder	2016-551317		2/10/2015		Pending
U.S.	Acceleration Trainer	15/279,360		9/28/2016		Pending
Australia	FOLDING CANOPY CHAIR	2010213609		2/12/2010		Pending
Brazil	FOLDING CANOPY CHAIR	PI1008555-6		2/12/2010		Pending
Canada	FOLDING CANOPY CHAIR	2,751,582	2,751,582	2/12/2010	10/14/2014	Issued
China	FOLDING CANOPY CHAIR	201080001112.9		2/12/2010		Pending
European Patent Office	FOLDING CANOPY CHAIR	10741769.3		2/12/2010		Pending
Japan	FOLDING CANOPY CHAIR	2011-550254	5650666	2/12/2010	11/21/2014	Issued
Republic of Korea	FOLDING CANOPY CHAIR	10-2011-7021169		2/12/2010		Pending
Mexico	FOLDING CANOPY CHAIR	MX/a/2011/008540	324512	2/12/2010	10/15/2014	Issued
United States of America	FOLDING CANOPY CHAIR	12/704,696	8,091,962	2/12/2010	1/10/2012	Issued
United States of America	FOLDING CANOPY CHAIR	13/299,264	8,231,172	11/17/2011	7/31/2012	Issued
United States of America	FOLDING CANOPY CHAIR	13/547,429	8419125	7/12/2012	4/16/2013	Issued
South Africa	FOLDING CANOPY CHAIR	2011/05811	2011/05811	2/12/2010	10/31/2012	Issued
Australia	PORTABLE SUN AND WEATHER SHELTER	2009202249	2009202249	6/5/2009	12/15/2011	Issued
Brazil	PORTABLE SUN AND WEATHER SHELTER	PI0915046-3		6/8/2009		Pending
Canada	PORTABLE SUN AND WEATHER SHELTER	2,668,261	2,668,261	6/4/2009	1/31/2012	Issued
China	PORTABLE SUN AND WEATHER SHELTER	200980107874.4	ZL200980107874.4	6/8/2009	12/3/2014	Issued
European Patent Office	PORTABLE SUN AND WEATHER SHELTER	09763381.2		6/8/2009		Pending
Japan	PORTABLE SUN AND WEATHER SHELTER	2011-513607	5562948	6/8/2009	6/20/2014	Issued
Republic of Korea	PORTABLE SUN AND WEATHER SHELTER	10-2011-7000371		6/8/2009		Pending
Mexico	PORTABLE SUN AND WEATHER SHELTER	MX/a/2010/013586	313578	6/8/2009	9/24/2013	Issued
United States of America	PORTABLE SUN AND WEATHER SHELTER	12/466,476	7793674	5/15/2009	9/14/2010	Issued
United States of America	PORTABLE SUN AND WEATHER SHELTER	12/862,653	7,918,236	8/24/2010	4/5/2011	Issued
United States of America	PORTABLE SUN AND WEATHER SHELTER	12/976,825	8,104,494	12/22/2010	1/31/2012	Issued
South Africa	PORTABLE SUN AND WEATHER SHELTER	2010/08753	2010/08753	6/8/2009	3/28/2012	Issued
United States of America	BALL TEE FOR BATTING PRACTICE	12/862,095	8,109,844	8/24/2010	2/7/2012	Issued



Australia	APPARATUS FOR SOCCER TRAINING	1999038908	764973	5/6/1999	12/18/2003	Issued
Canada	APPARATUS FOR SOCCER TRAINING	2,331,062	2,331,062	5/6/1999	11/2/2010	Issued
France	APPARATUS FOR SOCCER TRAINING	99921788.8	1076587	5/6/1999	6/28/2006	Issued
United Kingdom	APPARATUS FOR SOCCER TRAINING	99921788.8	1076587	5/6/1999	6/28/2006	Issued
Mexico	APPARATUS FOR SOCCER TRAINING	PA/a/2000/010802	227639	5/6/1999	5/4/2005	Issued
United States of America	APPARATUS FOR SOCCER TRAINING	09/591,309	6,352,484	6/9/2000	3/5/2002	Issued
United States of America	MINIATURE DOOR-MOUNTED BASKETBALL HOOP	12/786,646	8,371,965	5/25/2010	2/12/2013	Issued
Australia	PORTABLE SHELTER	2012230712		3/23/2012		Pending
Brazil	PORTABLE SHELTER	BR112013024306-6		3/23/2012		Pending
China	PORTABLE SHELTER	201280024165.1		3/23/2012		Pending
European Patent Office	PORTABLE SHELTER	12761247.1		3/23/2012		Pending
United States of America	PORTABLE SHELTER	13/069,907	8,453,664	3/23/2011	6/4/2013	Issued
South Africa	PORTABLE SHELTER	2013/06853		3/23/2012	11/26/2014	Issued
Australia	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	2013256607		4/26/2013		Pending
Brazil	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	BR112014027102-0		4/26/2013		Pending
Canada	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	2,871,040		4/26/2013		Pending
China	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	201380035013.6		4/26/2013		Pending
European Patent Office	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	13784864.4		4/26/2013		Pending
Japan	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	2015-510350		4/26/2013		Pending
United States of America	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	13/460,137	8,961,378	4/30/2012	2/24/2015	Issued
PCT	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	PCT/US13/38510		4/26/2013		Pending
South Africa	ELASTIC RESISTANCE CORD TRAINING SYSTEM AND HANDLES	2014/07772		4/26/2013		Pending
Australia	GOLF PRACTICE MAT	2013251569		4/25/2013		Pending
Canada	GOLF PRACTICE MAT	2,871,012		4/25/2013		Pending
China	GOLF PRACTICE MAT	201380033740.9		4/25/2013		Pending
United Kingdom	GOLF PRACTICE MAT	1418788.4		4/25/2013		Pending
Japan	GOLF PRACTICE MAT	2015-509131		4/25/2013		Pending
United States of America	GOLF PRACTICE MAT	13/456,809		4/26/2012		Allowed
PCT	GOLF PRACTICE MAT	PCT/US13/38183		4/25/2013		Pending
United States of America	BASEBALL STRIKING PRACTICE DEVICE	09/430,373	6,296,582	10/29/1999	10/2/2001	Issued
United States of America	BASEBALL STRIKING PRACTICE DEVICE	09/639,393	6,514,161	8/15/2000	2/4/2003	Issued

United States of America	SPORTS BALL STRIKING TRAINING DEVICE	10/289,489	6,716,119	11/6/2002	4/6/2004	Issued
United States of America	EXTENDED-USE BALL STRIKING TRAINING DEVICE	10/756,162	6,976,926	1/12/2004	12/20/2005	Issued
Japan	BALL HITTING PRACTICE DEVICE	2008-511308	4954982	5/10/2006	3/23/2012	Issued
United States of America	BALL HITTING PRACTICE DEVICE	11/126,857	7,204,769	5/10/2005	4/17/2007	Issued
United States of America	COLLAPSIBLE PORTABLE SHELTER	13/458,528	8,701,692	4/27/2012	4/22/2014	Issued
United States of America	SPORTS TRAINING LADDER	13/847,852	9,039,575	3/20/2013	5/26/2015	Allowed
PCT	SPORTS TRAINING LADDER	PCT/US14/31086		3/18/2014		Pending
United States of America	PORTABLE FOLDING SHELTER	13/940,041	8,991,412	7/11/2013	3/31/2015	Issued
United States of America	PORTABLE FOLDING AND RECLINING CHAIR	13/718,616	8,899,673	12/18/2012	12/2/2014	Issued
PCT	PORTABLE FOLDING AND RECLINING CHAIR	PCT/US13/71528		11/22/2013		Pending
United States of America	SPRING-BACK BALL TEE FOR BATTING PRACTICE	13/855,859		4/3/2013		Allowed
United States of America	FOOTBALL KICKING TEE	13/898,792	9011276	5/21/2013	4/21/2015	Issued
United States of America	GOAL APPARATUS	14/050,165	9162127	10/9/2013		Pending
PCT	BACKPACK WITH ODOR ABSORBING PANEL	PCT/US14/64702		11/8/2014		Pending
United States of America	COLD ROLLER MESSAGE BALL	14/459,486		8/14/2014		Pending
PCT	COLD ROLLER MESSAGE BALL	PCT/US15/15236		2/10/2015		Pending
United States of America	MESSAGE DEVICES	14/460,101		8/14/2014		Pending
PCT	MESSAGE DEVICES	PCT/US15/15257		2/10/2015		Pending
United States of America	ADJUSTABLE HEIGHT HURDLE	14/460,184		8/14/2014		Pending
United States of America	FLOOR EXERCISE SLIDER	14/444,597		7/28/2014		Pending
United States of America	AGILITY LADDER	14/459,744		8/14/2014		Pending
PCT	AGILITY LADDER	PCT/US15/15265		2/10/2015		Pending
United States of America	GOLF SWING TRAINING GUIDE	14/504,299		10/1/2014		Pending
United States of America	ATHLETIC FIELD CONE MARKER	29/511,899		12/15/2014		Pending
United States of America	GOAL APPARATUS	14/614,314	9463367	2/4/2015		Pending
United States of America	FOOTBALL THROWING TRAINER	14/596,613		1/14/2015		Pending
United States of America	GOAL APPARATUS	14/615,334	9480894	2/5/2015		Pending
United States of America	BASEBALL BATTING TEE	14/687,006		4/15/2015		Pending
United States of America	ENERGY ABSORBING BALL	14/687,140		4/15/2015		Pending
United States of America	APPARATUS FOR SOCCER TRAINING		5358258			Issued
United States of America	BATTING AID DEVICE		6974396			Issued
United States of America	Acceleration Trainer					Drafting

**SKLZ DESIGN PATENTS**  
As of 1/25/2017

Country	Title	App. No.	Patent Number	Date Filed	Date Issued	Status
Australia	FOLDING CANOPY CHAIR	13203/2010	332336	7/28/2010	8/20/2010	Issued
Brazil	FOLDING CANOPY CHAIR	D/7004202-0	D/7004202-0	8/11/2010	4/10/2012	Issued
Canada	FOLDING CANOPY CHAIR	136,691	136,691	8/12/2010	3/11/2011	Issued
China	FOLDING CANOPY CHAIR	201030270409.8	ZL201030270409.8	8/12/2010	5/18/2011	Issued
European Union	FOLDING CANOPY CHAIR	001231062-0001	001231062-0001	8/11/2010	8/11/2010	Issued
European Union	FOLDING CANOPY CHAIR	001231062-0002	001231062-0002	8/11/2010	8/11/2010	Issued
European Union	FOLDING CANOPY CHAIR	001231062-0003	001231062-0003	8/11/2010	8/11/2010	Issued
European Union	FOLDING CANOPY CHAIR	001231062-0004	001231062-0004	8/11/2010	8/11/2010	Issued
India	FOLDING CANOPY CHAIR	230808	230808	8/11/2010	3/1/2011	Issued
Japan	FOLDING CANOPY CHAIR	2010-019739	1415436	8/12/2010	4/28/2011	Issued
Republic of Korea	FOLDING CANOPY CHAIR	30-2010-40785	30-653246	9/15/2010	7/17/2012	Issued
Mexico	FOLDING CANOPY CHAIR	MX/1/2010/002007	34051	8/6/2010	8/2/2011	Issued
South Africa	FOLDING CANOPY CHAIR	A2010/01106	A2010/01106	8/6/2010	8/11/2011	Issued
Canada	SUN AND WEATHER SHELTER	133,272	133,272	12/9/2009	6/29/2010	Issued
European Union	SUN AND WEATHER SHELTER	001645284-0001	001645284-0001	12/9/2009	12/9/2009	Issued
Mexico	SUN AND WEATHER SHELTER	MX/1/2009/002763	32495	12/9/2009	12/6/2010	Issued
China	FLEXIBLE HURDLE	201530018770.4		1/22/2015		Pending
European Union	FLEXIBLE HURDLE	002617639		1/21/2015		Pending
Japan	FLEXIBLE HURDLE	2015-001181		1/23/2015		Pending
Republic of Korea	FLEXIBLE HURDLE	30-2015-3409		1/22/2015		Pending
United States of America	FOLDING CANOPY CHAIR	29/355,727	D625,507	2/12/2010	10/19/2010	Issued
United States of America	SUN AND WEATHER SHELTER	29/338,325	D623,844	6/9/2009	9/21/2010	Issued
United States of America	UMBRELLA SHELTER	29/362,073	D664,760	5/19/2010	8/7/2012	Issued
United States of America	UMBRELLA SHELTER	29/358,745	D627,552	3/31/2010	11/23/2010	Issued
United States of America	UMBRELLA SHELTER	29/358,750	D627,553	3/31/2010	11/23/2010	Issued
United States of America	UMBRELLA SHELTER	29/358,756	D627,554	3/31/2010	11/23/2010	Issued
United States of America	UMBRELLA SHELTER	29/359,065	D627,961	4/5/2010	11/30/2010	Issued
United States of America	UMBRELLA SHELTER	29/358,757	D627,555	3/31/2010	11/23/2010	Issued
United States of America	BACK OF A FOLDING CHAIR	29/358,833	D625,169	4/1/2010	10/12/2010	Issued
United States of America	UMBRELLA POLE	29/358,835	D625,509	4/1/2010	10/19/2010	Issued
United States of America	TIP OF AN UMBRELLA	29/358,840	D646,886	4/1/2010	10/18/2011	Issued
United States of America	UMBRELLA	29/359,561	D627,148	4/13/2010	11/16/2010	Issued
United States of America	DOOR-MOUNTED BASKETBALL HOOP	29/386,645	D647,983	3/3/2011	11/1/2011	Issued
United States of America	COMBINED MINIATURE BASKETBALL BACKBOARD AND HOOP	29/337,573	D608,848	5/26/2009	1/26/2010	Issued
United States of America	MESSAGE ROLLER	29/425,059	D702,362	6/19/2012	4/8/2014	Issued
United States of America	BASKETBALL GOAL	29/433,723	D696,363	10/4/2012	12/24/2013	Issued
United States of America	BASKETBALL GOAL	29/433,737	D695,858	10/4/2012	12/17/2013	Issued
United States of America	PITCH RETURN NET WITH BATTER PROFILE	29/433,709	D709,970	10/4/2012	7/29/2014	Issued

United States of America	RECTANGULAR BASKETBALL BACKBOARD AND RIM	29/433,744	D696,364	10/4/2012	12/24/2013	Issued
United States of America	BASKETBALL BACKBOARD WITH CURVED TOP AND RIM	29/433,757	D695,859	10/4/2012	12/17/2013	Issued
United States of America	BATTING TEE	29/450,717		3/21/2013		Pending
United States of America	FOOTBALL KICKING TEE	29/455,493	D703,281	5/21/2013	4/22/2014	Issued
United States of America	MESSAGE STICK	29/482,082	D744,663?	2/13/2014		Pending
United States of America	FLEXIBLE HURDLE	29/497,427	D750,719	7/24/2014		Pending
United States of America	HOLLOW SPORTS BALL	29/499,599		8/15/2014		Pending
United States of America	HOLLOW SPORTS BALL	29/499,600		8/15/2014		Pending
United States of America	ATHLETIC FIELD CONE MARKER	29/511,918	D749,684	12/15/2014		Pending
United States of America	ATHLETIC FIELD CONE MARKER	29/511,923	D736,328	12/15/2014		Pending
United States of America	GOLF CLUB GRIP TRAINER	29/521,086		3/19/2015		Pending
United States of America	PUTTING PRACTICE MAT (Accelerator Pro 2)	29/521,460		3/24/2015		Pending
United States of America	MEDICINE BALL WITH PATTERNED SURFACE	29/520,287		3/12/2015		Pending
United States of America	Medicine Ball with Patterned Surface	29/562,928		4/29/2016	12/13/2016	Issued
United States of America	Putting Practice Mat	29/521,460		3/24/2015	6/28/2016	Issued
United States of America	Bottle With Therapeutic Sleeve	29/568,813		6/21/2016		Awaiting first action
United States of America	Floor Exercise Slider	29/570,871		7/12/2016		Filed
United States of America	Golf Club Grip Trainer	29/521,086	D761,368	3/19/2015	7/12/2016	Issued
Canada	Bottle With Therapeutic Sleeve					Filed
European Union	Bottle With Therapeutic Sleeve					Filed
Japan	Bottle With Therapeutic Sleeve	2016-026234		12/2/2016		Filed

EXHIBIT B

Trademarks

**SKLZ TRADEMARKS**  
As of 1/25/2017

Country	Title	Serial No.	Reg No.	Date Filed	Date Issued	Status
Australia	QUICKSTER		1479876			Issued
Australia	SIMSTIX		1471036			Issued
Australia	SKLZ		1127503			Issued
Australia	SPORT-BRELLA		1392787			Issued
Australia	SUPER-BRELLA		1388836			Issued
Brazil	SKLZ		829034552			Issued
Canada	HIT-A-WAY		1699403			Issued
Canada	QUICKSTER		TMA856972			Issued
Canada	SKLZ		TMA705499			Issued
Canada	SPORT-BRELLA		TMA825276			Issued
China	ACCUSTICK		n/a			Pending
China	Arrow Design		16170410			Pending
China	PRO MINI HOOP		12186057			Issued
China	PRO MINI HOOP (in Chinese Characters)		12186058			Issued
China	QUICKSTER		12431783			Issued
China	QUICKSTER in Chinese Characters		12484185			Issued
China	SPORT-BRELLA		16159932			Pending
China	SPORT-BRELLA		16159931			Pending
China	SPORT-BRELLA		12186055			Issued
China	SPORT-BRELLA		16159930			Issued
China	SPORT-BRELLA (in Chinese Characters)		12186054			Issued
China	SPORT-BRELLA (in Chinese Characters)		12186053			Issued
China	STARKICK (in Chinese Characters)		12186056			Issued
EU	ACCUSTICK		14522957			Issued
European Community	PRO MINI		14454995			Issued
European Community	QUICKSTER		10708378			Issued
European Community	SIMSTIX		10585041			Issued
European Community	SPORT-BRELLA		9481391			Issued
Germany	PRO MINI HOOP		3.02014E+11			Issued
Japan	AMMO BAT SYSTEM		2015-92917			Pending
Japan	GLIDE PAD		5562488			Issued

Japan	HIT-A-WAY			5763474					Issued
Japan	STAR KICK			4404774					Issued
Korea	GLIDE PAD			40-1019419					Issued
Mexico	SKLZ			957875					Issued
South Africa	SKLZ			2007/04250					Issued
United States of America	ACCUSTICK	86588717		4883172	2015-04-06		2016-01-05		Issued
United States of America	AMMO BAT SYSTEM	86598695		4883189	2015-04-15		2016-01-05		Issued
United States of America	BALL-FIRST	85484105		4407674	2011-11-30		2013-09-24		Issued
United States of America	CHEVRON SYMBOL	85837775		4399658	2013-01-31		2013-09-10		Issued
United States of America	CHEVRON SYMBOL	86539494		4878657	2015-02-19		2015-12-29		Issued
United States of America	CORE PUSHUP	86078269		4525751	2013-09-30		2014-05-06		Issued
United States of America	GLIDE PAD	85674456		4419600	2012-07-11		2013-10-15		Issued
United States of America	GYRO SWING	77338813		3850464	2007-11-28		2010-09-21		Issued
United States of America	HIT-A-WAY	86261428		4597356	2014-04-24		2014-09-02		Issued
United States of America	PRACTICE PLAY WIN	85406079		4141857	2011-08-24		2012-05-15		Issued
United States of America	PRO MINI	86186740		4837464	2014-02-06		2015-10-20		Issued
United States of America	PRO MINI HOOP	85837823		4406278	2013-01-31		2013-09-24		Issued
United States of America	QUICKSTER	85421781		4135499	2011-09-13		2012-05-01		Issued
United States of America	SHOCKWAVE	85674440		4426401	2012-07-11		2013-10-29		Issued
United States of America	SIMSTIX	85381776		4250937	2011-07-26		2012-11-27		Issued
United States of America	SKLZ	78777633		3272944	2005-12-20		2007-07-31		Issued
United States of America	SKLZ	87272076			2016-12-16				Issued
United States of America	SKLZ ACCELERATOR PRO	86397370		4734777	2014-09-17		2015-05-12		Issued
United States of America	SPORT-BRELLA	77844519		3798983	2009-10-08		2010-06-08		Issued
United States of America	STAR-KICK	86261475		4597357	2014-04-24		2014-09-02		Issued
United States of America	SUPER-BRELLA	85019367		3986871	2010-04-21		2011-06-28		Issued
WIPO	SKLZ			888965					Issued