

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM443457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Dallas Basketball Limited		09/15/2017	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	Chase Bank, National Association		
Street Address:	270 Park Avenue, 28th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Registration Number:	1235457	DALLAS MAVERICKS	
Registration Number:	1235458	M DALLAS MAVERICKS	
Registration Number:	1537463	M DALLAS MAVERICKS	
Registration Number:	2759499	M	
Registration Number:	2669933	M	
Registration Number:	2753699	M	
Registration Number:	3023981	M	
Registration Number:	2811050	M	
Registration Number:	2919262	M	
Registration Number:	2914753	M	
Registration Number:	3233878	MFFL	
Registration Number:	3474633	M	
Registration Number:	2795967	MAVERICKS	
Registration Number:	2757399	DALLAS MAVERICKS	
Registration Number:	2705429	DALLAS MAVERICKS	
Registration Number:	2754325	DALLAS MAVERICKS	
Registration Number:	2667278	DALLAS MAVERICKS	
Registration Number:	2701384	DALLAS MAVERICKS	
Registration Number:	2744775	DALLAS MAVERICKS	

CH \$740.00 1235457

Property Type	Number	Word Mark
Registration Number:	2720026	DALLAS MAVERICKS
Registration Number:	2667279	DALLAS MAVERICKS
Registration Number:	3002575	CHAMP
Registration Number:	3100138	DALLAS MAVERICKS
Registration Number:	3277328	MAVS FOUNDATION
Registration Number:	3277329	
Registration Number:	3641287	MAVS
Registration Number:	4252707	MAVGEAR
Registration Number:	4502336	D
Registration Number:	4708366	DALLAS

CORRESPONDENCE DATA

Fax Number: 2146616825

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: 214-953-5917

Email: skunzle@jw.com

Correspondent Name: Susie Kunzle

Address Line 1: 2323 ROSS AVENUE, SUITE 600

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER: 000700.00171

NAME OF SUBMITTER: Susie Kunzle

SIGNATURE: /Susie Kunzle/

DATE SIGNED: 09/18/2017

Total Attachments: 40

source=Dallas Basketball Limited_Security Agreement (fully executed)#page1.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page2.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page3.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page4.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page5.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page6.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page7.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page8.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page9.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page10.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page11.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page12.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page13.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page14.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page15.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page16.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page17.tif

source=Dallas Basketball Limited_Security Agreement (fully executed)#page18.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page19.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page20.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page21.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page22.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page23.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page24.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page25.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page26.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page27.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page28.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page29.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page30.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page31.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page32.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page33.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page34.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page35.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page36.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page37.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page38.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page39.tif
source=Dallas Basketball Limited_Security Agreement (fully executed)#page40.tif

PLEDGE AND SECURITY AGREEMENT

THIS PLEDGE AND SECURITY AGREEMENT is entered into as of September 15, 2017 by and between DALLAS BASKETBALL LIMITED, a Texas limited partnership ("Borrower"), and JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("Lender").

PRELIMINARY STATEMENT

Borrower and Lender are entering into a Credit Agreement dated the date hereof (as it may be amended or modified from time to time, the "Credit Agreement"). Borrower is entering into this Pledge and Security Agreement (as it may be amended or modified from time to time, the "Security Agreement") in order to induce Lender to enter into and extend credit to Borrower under the Credit Agreement.

ACCORDINGLY, Borrower and Lender, hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1. Terms Defined in Credit Agreement. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement.

1.2. Terms Defined in Uniform Commercial Code. Terms defined in the UCC which are not otherwise defined in this Security Agreement are used herein as defined in the UCC.

1.3. Definitions of Certain Terms Used Herein. As used in this Security Agreement, in addition to the terms defined in the Preliminary Statement, the following terms shall have the following meanings:

"Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Article" means a numbered article of this Security Agreement, unless another document is specifically referenced.

"Chattel Paper" shall have the meaning set forth in Article 9 of the UCC.

"Collateral" means Borrower's right, title or interest in or to any and all of the following assets and properties, wherever located and whether now owned or at any time hereafter acquired by Borrower or in which Borrower now has or at any time in the future may acquire any right, title or interest:

- (i) all Accounts;

- (ii) all Chattel Paper;
- (iii) all Commercial Tort Claims;
- (iv) all Documents;
- (v) all Equipment;
- (vi) all Fixtures;
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all Pledged Deposits;
- (xii) the Local Television Contracts and any and all Local Television Revenues in respect thereof;
- (xiii) the City Franchise Agreement;
- (xiv) the Arena Lease, the Arena Master Agreement and the Arena Sublease;
- (xv) the Franchise and all Membership Rights and rights under the NBA Governing Documents;
- (xvi) all Expansion Revenues;
- (xvii) all Operations Contracts;
- (xviii) all Ticket Rights;
- (xix) all Employee Contracts;
- (xx) all Other Collateral; and
- (xxi) the proceeds (including Stock Rights), insurance proceeds and products of the foregoing, together with all books and records, customer lists, credit files, computer files, programs, printouts and other computer materials and records related thereto;

Notwithstanding anything to the contrary contained herein, the security interests granted under this Agreement shall not extend to, and the Collateral shall not include, Excluded Property.

"Commercial Tort Claims" means those certain currently existing commercial tort claims of Borrower described as follows: _____.

"Control" shall have the meaning set forth in Article 8 or, if applicable, in Section 9-104, 9-105, 9-106 or 9-107 of Article 9 of the UCC.

"Default" means an event described in Section 5.1.

"Deposit Accounts" shall have the meaning set forth in Article 9 of the UCC.

"Documents" shall have the meaning set forth in Article 9 of the UCC.

"Employee Contracts" means any agreements or contracts, whether in writing or otherwise, to which Borrower is a party relating to the employment of coaches, players and other personnel, and all rights of Borrower thereunder.

"Equipment" shall have the meaning set forth in Article 9 of the UCC.

"Excluded Property" means (a) any disbursement deposit account the funds in which are used solely for the payment of salaries and wages, employee benefits, workers' compensation and similar expenses (including, without limitation, per diem payments), (b) any property which is subject to purchase money security interests or capital leases (to the extent permitted by the Credit Agreement) pursuant to documents which prohibit the Borrower from granting any other liens in such property, (c) any property to the extent that the grant of a security interest therein would violate applicable laws, require a consent not obtained of any Governmental Authority, or constitute a breach of or default under, or result in the termination of or require a consent not obtained under, any contract, lease, license or other agreement evidencing or giving rise to such property, or result in the invalidation thereof or provide any party thereto with a right of termination (other than to the extent that any such term would be rendered ineffective pursuant to Section 9.406 through 9.409 of the applicable UCC or any other applicable law or principles of equity), (d) any certificates, licenses and other authorizations issued by any Governmental Authority to the extent that applicable laws prohibit the granting of a security interest therein, (e) any motor vehicles or other titled equipment; and (f) proceeds and products of any and all of the foregoing excluded property described in clauses (a) through (e) above only to the extent such proceeds and products would constitute property or assets of the type described in clauses (a) through (e) above; provided, however, that the security interest granted hereunder shall attach immediately to any asset at such time as such asset ceases to meet any of the criteria for "Excluded Property" described in any of the foregoing clauses (a) through (e) above.

"Exhibit" refers to a specific exhibit to this Security Agreement, unless another document is specifically referenced.

"Expansion Revenues" means all cash compensation payable from time to time to or for the benefit of Borrower, in connection with any expansion of the number of teams in the NBA (an

"Expansion") by the member or members becoming a member(s) of the NBA as a result of such Expansion, including cash payments on any deferred portion of the compensation payable in connection with such Expansion and cash payments (whether of principal, interest or other amounts) on any promissory notes issued to or for the benefit of Borrower in connection with such Expansion.

"Fixtures" shall have the meaning set forth in Article 9 of the UCC.

"General Intangibles" shall have the meaning set forth in Article 9 of the UCC.

"Instruments" shall have the meaning set forth in Article 9 of the UCC.

"Inventory" shall have the meaning set forth in Article 9 of the UCC.

"Investment Property" shall have the meaning set forth in Article 9 of the UCC.

"Local Television Contracts" means all agreements entered into from time to time between the Borrower and any other Person respecting the television broadcast of the NBA basketball games of Borrower in its local broadcast Territory (as defined in the NBA Constitution), whether regular season games or otherwise, and whether via over-the-air, cable or other transmission, as each may be supplemented, extended, modified, amended or restated from time to time, including, without limitation, such agreements in existence as of the date of this Security Agreement.

"Local Television Revenues" means all revenues, fees and other amounts payable from time to time to Borrower pursuant to the Local Television Contracts.

"Membership Rights" means Borrower's membership as a National Basketball Association Club ("Membership") and all Membership rights of Borrower in the NBA that are granted by the NBA equally to each of the National Basketball Association Clubs, including the right to field and operate a basketball team in the NBA, the right to elect a member of the NBA Board of Governors, and rights to revenues of national media contracts, whether or not in writing or evidenced by a membership or other certificate.

"Obligations" means any and all existing and future indebtedness, obligation and liability of every kind, nature and character, direct or indirect, absolute or contingent (including all renewals, extensions and modifications thereof and all fees, costs and expenses incurred by Lender in connection with the preparation, administration, collection or enforcement thereof, to the extent reimbursable pursuant to this Security Agreement or the Credit Agreement), of Borrower to Lender or any branch, subsidiary or affiliate thereof, arising under or pursuant to this Security Agreement, the Credit Agreement and any promissory note or notes now or hereafter issued under the Credit Agreement.

"Operations Contracts" means all concessions, parking, security and other contracts and agreements relating to the operations of Borrower, and all contracts or agreements relating to skyboxes, club seating or other premium seating, in each case to which Borrower is a party to the extent such contracts or agreements involve obligations of or payments to Borrower in excess of \$25,000.

"Other Collateral" means any property of Borrower, other than real estate, not included within the defined terms Accounts, Chattel Paper, Commercial Tort Claims, Documents, Equipment, Fixtures, General Intangibles, Instruments, Inventory, Investment Property and Pledged Deposits, including, without limitation, all cash on hand, letter-of-credit rights, letters of credit, Stock Rights and Deposit Accounts (including any account containing all or any portion of the Stoppage Reserve) or other deposits (general or special, time or demand, provisional or final) with any bank or other financial institution, it being intended that the Collateral include all property of Borrower other than (i) real estate and (ii) Excluded Property.

"Pledged Deposits" means all time deposits of money (other than Deposit Accounts and Instruments), whether or not evidenced by certificates, which Borrower may from time to time designate as pledged to Lender as security for any Obligation, and all rights to receive interest on said deposits.

"Receivables" means the Accounts, Chattel Paper, Documents, Investment Property, Instruments or Pledged Deposits, and any other rights or claims to receive money which are General Intangibles or which are otherwise included as Collateral.

"Section" means a numbered section of this Security Agreement, unless another document is specifically referenced.

"Secured Obligations" means the Obligations.

"Security" has the meaning set forth in Article 8 of the UCC.

"Stock Rights" means any securities, dividends or other distributions and any other right or property which Borrower shall receive or shall become entitled to receive for any reason whatsoever with respect to, in substitution for or in exchange for any securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral and any securities, any right to receive securities and any right to receive earnings, in which Borrower now has or hereafter acquires any right, issued by an issuer of such securities.

"Ticket Rights" means all tickets, ticket rights, ticket holder lists and ticket issuance arrangements relating to admission to NBA basketball games, whether home or away and whether involving pre-season, regular season or post-season games.

"UCC" means the Uniform Commercial Code of the State of Texas, as in effect from time to time.

The foregoing definitions shall be equally applicable to both the singular and plural forms of the defined terms.

ARTICLE II

GRANT OF SECURITY INTEREST

Borrower hereby pledges, assigns and grants to Lender and (to the extent specifically provided herein) its Affiliates, a security interest in all of Borrower's right, title and interest in and to the Collateral to secure the prompt and complete payment and performance of the Secured Obligations.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that:

3.1. Title, Authorization, Validity and Enforceability. Borrower has good and valid rights in or the power to transfer the Collateral and title to the Collateral with respect to which it has purported to grant a security interest hereunder, free and clear of all Liens except for Liens permitted under Section 4.1.6, and has full power and authority to grant to Lender the security interest in such Collateral pursuant hereto. The execution and delivery by Borrower of this Security Agreement has been duly authorized by proper partnership proceedings, and this Security Agreement constitutes a legal, valid and binding obligation of Borrower and creates a security interest which is enforceable against Borrower in all now owned and hereafter acquired Collateral.

3.2. Conflicting Laws and Contracts. Neither the execution and delivery by Borrower of this Security Agreement, the creation and perfection of the security interest in the Collateral granted hereunder, nor compliance with the terms and provisions hereof will violate any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Borrower or Borrower's limited partnership agreement, the provisions of any material indenture, instrument or agreement to which Borrower is a party or is subject, or by which it, or its property, is bound, or conflict with or constitute a default thereunder, or result in the creation or imposition of any Lien pursuant to the terms of any such indenture, instrument or agreement (other than any Lien in favor of Lender), except, in each case, to the extent it would not materially and adversely affect the Collateral (in the aggregate).

3.3. Type and Jurisdiction of Organization. Borrower is a limited partnership organized under the laws of the State of Texas.

3.4. Principal Location. Borrower's mailing address and the location of its place of business (if it has only one) or its chief executive office (if it has more than one place of business), are disclosed in Exhibit "A"; Borrower has no other places of business except those set forth in Exhibit "A".

3.5. Property Locations. The Inventory, Equipment and Fixtures are located solely at the locations described in Exhibit "A". All of said locations are owned by Borrower except for locations (i) which are (or will be) leased by Borrower as lessee and designated in Part B of Exhibit "A" and (ii) at which Inventory is held in a public warehouse or is otherwise held by a bailee or on consignment as designated in Part C of Exhibit "A", with respect to which Inventory Borrower has delivered bailment agreements, warehouse receipts, financing statements or other documents reasonably satisfactory to Lender to protect Lender's security interest in such Inventory.

3.6. No Other Names. Borrower has not conducted business under any name except (i) the name in which it has executed this Security Agreement, which is the exact name as it appears in Borrower's organizational documents, as amended, as filed with Borrower's jurisdiction of organization and (ii) the name "Dallas Mavericks" (and abbreviations or derivations thereof).

3.7. No Default. No Default exists.

3.8. Accounts and Chattel Paper. The names of the obligors, amounts owing, due dates and other material information with respect to the Accounts and Chattel Paper are and will be correctly stated in all records and invoices and reports with respect thereto furnished to Lender by Borrower from time to time. As of the time when each Account or each item of Chattel Paper arises, Borrower shall be deemed to have represented and warranted that such Account or Chattel Paper, as the case may be, and all records relating thereto furnished to Lender, are genuine and in all respects what they purport to be.

3.9. Filing Requirements. None of the Equipment that constitutes Collateral is covered by any certificate of title. To Borrower's knowledge, none of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for patents, trademarks and copyrights held by Borrower and described in Part A of Exhibit "B". The legal description, county and street address of the property on which any Fixtures are located is set forth in Exhibit "C" together with the name and address of the record owner of each such property.

3.10. No Financing Statements. To Borrower's knowledge, no financing statement describing all or any portion of the Collateral which has not lapsed or been terminated naming Borrower as debtor has been filed in any jurisdiction except (i) financing statements naming Lender as the secured party, and (ii) as described in Exhibit "D" and (iii) as permitted by Section 4.1.6.

3.11. No Certificate. Borrower does not hold or have, nor has it had issued to it, a franchise or membership certificate evidencing its Membership in the NBA.

ARTICLE IV

COVENANTS

From the date of this Security Agreement, and thereafter until this Security Agreement is terminated:

4.1. General.

4.1.1. Inspection. Borrower will permit Lender, by its representatives and agents (i) to inspect the Collateral, (ii) to examine and make copies of the records of Borrower relating to the Collateral and (iii) to discuss the Collateral and the related records of Borrower with, and to be advised as to the same by, Borrower's officers and employees, all at mutually agreeable and

reasonable times and locations and at such reasonable intervals as Lender may request, and all at Lender's expense.

4.1.2. Taxes. Borrower will pay, in accordance with the advice of Borrower's external professional tax advisors, all taxes, assessments and governmental charges and levies upon the Collateral, except those which are being contested or disputed in good faith by Borrower (which will be paid upon the resolution of such contest or dispute).

4.1.3. Records and Reports; Notification of Default. Borrower will maintain commercially reasonable books and records with respect to the Collateral, and furnish to Lender such reasonable reports relating to the Collateral as Lender shall from time to time reasonably request. Borrower will give prompt notice in writing to Lender of the occurrence of any Default and of any other development, financial or otherwise, which materially and adversely affects the Collateral.

4.1.4. Financing Statements and Other Actions; Defense of Title. Borrower hereby authorizes Lender to file, and if requested will execute and deliver to Lender, all financing statements and other documents reasonably necessary and take such other actions as may from time to time be reasonably requested by Lender in order to maintain a first perfected security interest in and, if applicable, Control of, the Collateral. Borrower will take any and all actions reasonably necessary to defend title to the Collateral against all persons and to defend the security interest of Lender in the Collateral and the priority thereof against any Lien not expressly permitted hereunder.

4.1.5. Disposition of Collateral. Borrower will not sell, lease or otherwise dispose of the Collateral except (i) sales, leases or dispositions in the ordinary course of business, (ii) until such time as Borrower receives a notice from Lender pursuant to Article VII, proceeds of Inventory and Accounts collected in the ordinary course of business, and (iii) to the extent such sale, lease or disposition does not materially and adversely affect the Collateral, in the aggregate.

4.1.6. Liens. Borrower will not create, incur, or suffer to exist any Lien on the Collateral except (i) the security interest created by this Security Agreement, (ii) existing Liens described in Exhibit "D", (iii) Liens created in connection with the lease, license or other acquisition of property subject to a purchase money security interest, in each case as permitted to be incurred under the Loan Agreement, and (iv) other Liens permitted pursuant to Section 6.02 of the Credit Agreement.

4.1.7. Change in Corporate Existence, Type or Jurisdiction of Organization, Location, Name. Borrower will:

- (a) preserve its existence as a limited partnership and not, in one transaction or a series of related transactions, merge into or consolidate with any other entity, or sell all or substantially all of its assets;

- (b) not change its state of organization;
- (c) not maintain its place of business (if it has only one) or its chief executive office (if it has more than one place of business) at a location other than a location specified on Exhibit "A"; and
- (d) not (i) have any Inventory, Equipment or Fixtures or proceeds or products thereof (other than Inventory and proceeds thereof disposed of as permitted by Section 4.1.5) at a location other than a location specified in Exhibit "A", (ii) change its name or taxpayer identification number or (iii) change its mailing address (provided, however, that Borrower may change its mailing address as described on Exhibit "A"),

unless Borrower shall have given Lender reasonable prior written notice of such event or occurrence and, with respect to subsections (a) and (b), Lender shall have either (x) reasonably determined that such event or occurrence will not adversely affect the validity, perfection or priority of Lender's security interest in the Collateral, or (y) taken such steps (with the cooperation of Borrower to the extent necessary or advisable) as are necessary or advisable to properly maintain the validity, perfection and priority of Lender's security interest in the Collateral.

4.1.8. Other Financing Statements. Borrower will not sign or authorize the signing on its behalf or the filing of any financing statement naming it as debtor covering all or any portion of the Collateral, except as permitted by Section 4.1.6.

4.2. Receivables.

4.2.1. Certain Agreements on Receivables. Borrower will not make or agree to make any material discount, credit, rebate or other reduction in the original amount owing on a Receivable or accept in satisfaction of a Receivable materially less than the original amount thereof, except that, prior to the occurrence of a Default, Borrower may reduce the amount of Accounts arising from the sale of Inventory in accordance with its present policies and in the ordinary course of business.

4.2.2. Collection of Receivables. Except as otherwise provided in this Security Agreement, Borrower will collect and enforce, at Borrower's sole expense and to the extent commercially reasonable, all amounts due or hereafter due to Borrower under the Receivables.

4.2.3. [Reserved.]

4.2.4. Disclosure of Counterclaims on Receivables. If (i) any discount, credit or agreement to make a rebate or to otherwise reduce the amount owing on a Receivable exists that would materially and adversely affect the Collateral, in the aggregate, or (ii) if, to the knowledge of Borrower, any dispute, setoff, claim, counterclaim or defense exists or has been asserted or threatened with respect to a Receivable that would materially and adversely affect

the Collateral, in the aggregate, Borrower will disclose such fact to Lender in writing in connection with the inspection by Lender of any record of Borrower relating to such Receivable and in connection with any invoice or report furnished by Borrower to Lender relating to such Receivable.

4.3. Inventory and Equipment.

4.3.1. Maintenance of Goods. To the extent deemed to be prudent business conduct (to be determined by Borrower in its good faith discretion), Borrower will do all things reasonably necessary to maintain, preserve, protect and keep the Inventory and the Equipment in good repair and working and saleable condition.

4.3.2. Insurance. Borrower will (i) maintain fire and extended coverage insurance on the Inventory and Equipment containing a lender's loss payable clause in favor of Lender, and providing that said insurance will not be terminated except after at least 30 days' written notice from the insurance company to Lender, (ii) furnish to Lender upon the reasonable request of Lender from time to time the originals of all policies of insurance on the Collateral and certificates with respect to such insurance and (iii) maintain general liability insurance naming Lender as an additional insured.

4.4. Instruments, Securities, Chattel Paper, Documents and Pledged Deposits. Borrower will (i) deliver to Lender immediately upon execution of this Security Agreement the originals of all Chattel Paper, Securities and Instruments constituting Collateral (if any then exist), (ii) hold in trust for Lender upon receipt and promptly thereafter deliver to Lender any Chattel Paper, Securities and Instruments constituting Collateral, (iii) upon the designation of any Pledged Deposits (as set forth in the definition thereof), deliver to Lender such Pledged Deposits which are evidenced by certificates included in the Collateral endorsed in blank, marked with such legends and assigned as Lender shall specify, and (iv) upon Lender's request, after the occurrence and during the continuance of a Default, deliver to Lender (and thereafter hold in trust for Lender upon receipt and promptly deliver to Lender) any Document evidencing or constituting Collateral.

4.5. Uncertificated Securities and Certain Other Investment Property. Borrower will permit Lender from time to time to cause the appropriate issuers (and, if held with a securities intermediary, such securities intermediary) of uncertificated securities or other types of Investment Property not represented by certificates which are Collateral to mark their books and records with the numbers and face amounts of all such uncertificated securities or other types of Investment Property not represented by certificates and all rollovers and replacements therefor to reflect the Lien of Lender granted pursuant to this Security Agreement. Borrower will take any actions reasonably necessary to cause (i) the issuers of uncertificated securities which are Collateral and which are Securities and (ii) any financial intermediary which is the holder of any Investment Property, to cause Lender to have and retain Control over such Securities or other Investment Property. Without limiting the foregoing, Borrower will, with respect to Investment Property held with a financial intermediary, cause such financial intermediary to enter into a control agreement with Lender in form and substance reasonably satisfactory to Lender.

4.6. Stock and Other Ownership Interests.

4.6.1. Changes in Capital Structure of Issuers. Borrower will not (i) permit or suffer any issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to dissolve, liquidate, retire any of its capital stock or other Instruments or Securities evidencing ownership, reduce its capital or merge or consolidate with any other entity, or (ii) vote any of the Instruments, Securities or other Investment Property in favor of any of the foregoing.

4.6.2. Issuance of Additional Securities. Borrower will not permit or suffer the issuer of privately held corporate securities or other ownership interests in a corporation, partnership, joint venture or limited liability company constituting Collateral to issue any such securities or other ownership interests, any right to receive the same or any right to receive earnings, except to Borrower.

4.6.3. Registration of Pledged Securities and other Investment Property. At any time after the occurrence of a Default, Borrower will permit any registerable Collateral to be registered in the name of Lender or its nominee.

4.6.4. Exercise of Rights in Pledged Securities and other Investment Property. Borrower will permit Lender or its nominee at any time after the occurrence of a Default, without notice, to exercise all voting and corporate rights relating to the Collateral, including, without limitation, exchange, subscription or any other rights, privileges, or options pertaining to any corporate securities or other ownership interests or Investment Property in or of a corporation, partnership, joint venture or limited liability company constituting Collateral and the Stock Rights as if it were the absolute owner thereof.

4.7. Pledged Deposits. After the occurrence and during the continuance of a Default, Borrower will not withdraw all or any portion of any Pledged Deposit or fail to rollover said Pledged Deposit without the prior written consent of Lender.

4.8. Deposit Accounts. After the occurrence and during the continuance of a Default, Borrower will (i) upon Lender's request, cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with Lender, in form and substance satisfactory to Lender in order to give Lender Control of the Deposit Account or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to Lender hereunder and cause each such bank or other financial institution to acknowledge such notification in writing and (ii) upon Lender's request, deliver to each such bank or other financial institution a letter, in form and substance acceptable to Lender, transferring ownership of the Deposit Account to Lender or transferring dominion and control over each such other deposit to Lender until such time as no Default exists; provided, however, that for the avoidance of doubt, the provisions of this Section 4.8 shall not apply to any Deposit Account or deposits that are Excluded Property.

4.9. Letter-of-Credit Rights. After the occurrence and during the continuance of a Default, Borrower will upon Lender's request, cause each issuer of a letter of credit, to consent to the

assignment of proceeds of the letter of credit in order to give Lender Control of the letter-of-credit rights to such letter of credit.

4.10. Federal, State or Municipal Claims. Borrower will notify Lender of any material portion of the Collateral which constitutes a claim against the United States government or any state or local government or any instrumentality or agency thereof, the assignment of which claim is restricted by federal, state or municipal law.

4.11. Delivery of Membership Certificate. Borrower shall promptly deliver to Lender to hold as additional Collateral hereunder any franchise or membership certificate evidencing its Membership in the NBA.

ARTICLE V

DEFAULT

5.1. Except to the extent it does not result in a Material Adverse Effect, the occurrence of any one or more of the following events shall constitute a Default:

5.1.1. Any representation or warranty made by or on behalf of Borrower under or in connection with this Security Agreement shall be materially false as of the date on which made.

5.1.2. The breach by Borrower of any of the terms or provisions of Article IV or Article VII which is not remedied within 30 Business Days after the giving of written notice to Borrower by Lender.

5.1.3. The breach by Borrower (other than a breach which constitutes a Default under Section 5.1.1 or 5.1.2) of any of the terms or provisions of this Security Agreement which is not remedied within 30 Business Days after the giving of written notice to Borrower by Lender (unless such breach is not capable of being remedied within such 30 Business Day period, in which case the expiration of such period shall not constitute a Default hereunder so long as Borrower continues to actively and diligently attempt to remedy such breach).

5.1.4. Any material portion of the Collateral shall be transferred or otherwise disposed of, either voluntarily or involuntarily, in any manner not permitted by Section 4.1.5 or 8.7 or shall be lost, stolen, damaged or destroyed.

5.1.5. Any Secured Obligation shall not be paid when due, whether at stated maturity, upon acceleration, or otherwise (beyond any period of grace or cure provided for in the Credit Agreement).

5.1.6. The occurrence of any "Default" under, and as defined in, the Credit Agreement.

5.1.7. Any limited partnership interests or ownership interests in a limited liability company which are included within the Collateral shall at any time constitute a Security or the

issuer of any such interests shall take any action to have such interests treated as a Security unless, within a reasonable amount of time thereafter, (i) all certificates or other documents constituting such Security have been delivered to Lender and such Security is properly defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise, or (ii) Lender has entered into a control agreement with the issuer of such Security and such Security is defined as such under Article 8 of the Uniform Commercial Code of the applicable jurisdiction, whether as a result of actions by the issuer thereof or otherwise.

5.2. Acceleration and Remedies. Upon the acceleration of the obligations under the Credit Agreement pursuant to Section 7.01 thereof, the Obligations shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived, and Lender may exercise any or all of the following rights and remedies:

5.2.1. Those rights and remedies provided in this Security Agreement, the Credit Agreement, or any other Loan Document, provided that this Section 5.2.1 shall not be understood to limit any rights or remedies available to Lender prior to a Default.

5.2.2. Those rights and remedies available to a secured party under the UCC (whether or not the UCC applies to the affected Collateral) or under any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

5.2.3. Upon 60 days' prior written notice to Borrower, sell, lease, assign, grant an option or options to purchase or otherwise dispose of the Collateral or any part thereof in one or more parcels at public or private sale, for cash, on credit or for future delivery, and upon such other terms as Lender may deem commercially reasonable.

Lender, on behalf of the secured parties, may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral.

5.3. Debtor's Obligations Upon Default. Upon the request of Lender after the occurrence and during the continuance of a Default, Borrower will:

5.3.1. Assembly of Collateral. Assemble and make available to Lender the Collateral and all records relating thereto at any place or places specified by Lender.

5.3.2. Secured Party Access. Permit Lender, by Lender's representatives and agents, to enter any premises where all or any part of the Collateral, or the books and records relating thereto, or both, are located, to take possession of all or any part of the Collateral and to remove all or any part of the Collateral.

5.4. License. If and to the extent approved by the NBA, Lender is hereby granted a license or other right to use, following the occurrence and during the continuance of a Default, without charge,

Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks, service marks, customer lists and advertising matter, or any property of a similar nature, as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral, and, following the occurrence and during the continuance of a Default, Borrower's rights under all licenses and all franchise agreements shall inure to Lender's benefit. In addition, if and to the extent permitted by the NBA, Borrower hereby irrevocably agrees that Lender may, following the occurrence and during the continuance of a Default, sell any of Borrower's Inventory directly to any person, including without limitation persons who have previously purchased Borrower's Inventory from Borrower and in connection with any such sale or other enforcement of Lender's rights under this Agreement, may sell Inventory which bears any trademark owned by or licensed to Borrower and any Inventory that is covered by any copyright owned by or licensed to Borrower and Lender may finish any work in process and affix any trademark owned by or licensed to Borrower and sell such Inventory as provided herein.

ARTICLE VI

WAIVERS, AMENDMENTS AND REMEDIES

No delay or omission of Lender to exercise any right or remedy granted under this Security Agreement shall impair such right or remedy or be construed to be a waiver of any Default or an acquiescence therein, and any single or partial exercise of any such right or remedy shall not preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver, amendment or other variation of the terms, conditions or provisions of this Security Agreement whatsoever shall be valid unless in writing signed by Lender and then only to the extent in such writing specifically set forth. All rights and remedies contained in this Security Agreement or by law afforded shall be cumulative and all shall be available to Lender until the Secured Obligations have been paid in full.

ARTICLE VII

PROCEEDS; COLLECTION OF RECEIVABLES

7.1. Lockboxes. Upon request of Lender after the occurrence and during the continuance of a Default, Borrower shall execute and deliver to Lender irrevocable lockbox agreements in the form provided by or otherwise reasonably acceptable to Lender, which agreements shall be accompanied by an acknowledgment by the bank where the lockbox is located of the Lien of Lender granted hereunder and of irrevocable instructions to wire all amounts collected therein to a special collateral account at Lender.

7.2. Collection of Receivables. Lender may at any time after the occurrence and during the continuance of a Default, request that Borrower thereafter hold in trust for Lender all amounts and proceeds received by it with respect to the Receivables and Other Collateral and promptly and at all times thereafter deliver to Lender all such amounts and proceeds in the same form as so received,

whether by cash, check, draft or otherwise, with any necessary endorsements, Lender shall hold and apply funds so received as provided by the terms of Sections 7.3 and 7.4.

7.3. Special Collateral Account. At any time after the occurrence of a Default, Lender may, after providing written notice to Borrower, require all cash proceeds of the Collateral to be deposited in a special non-interest bearing cash collateral account with Lender and held there as security for the Secured Obligations. Borrower shall have no control whatsoever over said cash collateral account. Once the Default is no longer continuing, Lender shall deposit the collected balances in said cash collateral account into Borrower's general operating account with Lender. At any time while the Default is continuing, Lender may from time to time, after providing written notice to Borrower, apply the collected balances in said cash collateral account to the payment of the Secured Obligations whether or not the Secured Obligations shall then be due.

7.4. Application of Proceeds. The proceeds of the Collateral realized pursuant to this Article VII shall be applied by Lender to payment of the Secured Obligations in the following order unless a court of competent jurisdiction shall otherwise direct:

- (a) FIRST, to payment of all costs and expenses of Lender incurred in connection with the collection and enforcement of the Secured Obligations or of the security interest granted to Lender pursuant to this Security Agreement;
- (b) SECOND, to payment of that portion of the Secured Obligations constituting accrued and unpaid interest and fees;
- (c) THIRD, to payment of the principal of the Secured Obligations then due and unpaid from Borrower to Lender or its Affiliates;
- (d) FOURTH, to payment of any Secured Obligations (other than those listed above); and
- (e) FIFTH, the balance, if any, after all of the Secured Obligations have been satisfied, shall be deposited by Lender into Borrower's general operating account with Lender.

ARTICLE VIII

GENERAL PROVISIONS

8.1. Notice of Disposition of Collateral; Condition of Collateral. Lender shall provide notice to Borrower of any disposition of Collateral in accordance with Section 9.611 of the UCC. Borrower hereby agrees that notice of the time and place of any public sale or the time after which any private sale or other disposition of all or any part of the Collateral shall be deemed reasonable if sent to Borrower, addressed as set forth in Article IX, at least ten (10) days prior to (i) the date of any such public sale or (ii) the time after which any such private sale or other disposition may be made. Agent shall have no obligation to clean-up or otherwise prepare the Collateral for sale.

8.2. Compromises and Collection of Collateral. Borrower and Lender recognize that setoffs, counterclaims, defenses and other claims may be asserted by obligors with respect to certain of the Receivables, that certain of the Receivables may be or become uncollectible in whole or in part and that the expense and probability of success in litigating a disputed Receivable may exceed the amount that reasonably may be expected to be recovered with respect to a Receivable. In view of the foregoing, Borrower agrees that Lender may at any time and from time to time, if a Default has occurred and is continuing, compromise with the obligor on any Receivable, accept in full payment of any Receivable such amount as Lender in its sole discretion shall determine or abandon any Receivable, and any such action by Lender shall be commercially reasonable so long as Lender (i) acts in good faith based on information known to it at the time it takes any such action and (ii) provides prior written notice of such action to Borrower.

8.3. Secured Party Performance of Debtor Obligations. After the occurrence and during the continuance of a Default, without having any obligation to do so, Lender may, after providing written notice to Borrower, perform or pay any obligation which Borrower has agreed to perform or pay in this Security Agreement and Borrower shall reimburse Lender for reasonable amounts paid by Lender pursuant to this Section 8.3. Borrower's obligation to reimburse Lender pursuant to the preceding sentence shall be a Secured Obligation payable on demand.

8.4. Authorization for Secured Party to Take Certain Action. Borrower irrevocably authorizes Lender at any time and from time to time in the reasonable discretion of Lender (i) to file financing statements necessary or desirable in Lender's sole discretion to perfect and to maintain the perfection and priority of Lender's security interest in the Collateral, (ii) after the occurrence and during the continuance of a Default, to indorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Security Agreement or any financing statement with respect to the Collateral as a financing statement and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) in such offices as Lender in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of Lender's security interest in the Collateral, (iv) after the occurrence and during the continuance of a Default, upon prior written notice to Borrower, to contact and enter into one or more agreements with the issuers of uncertificated securities which are Collateral and which are Securities or with financial intermediaries holding other Investment Property as may be necessary or advisable to give Lender Control over such Securities or other Investment Property, (v) to apply the proceeds of any Collateral received by Lender to the Secured Obligations as provided in Article VII and (v) after the occurrence and during the continuance of a Default, to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except for such Liens as are specifically permitted hereunder), and Borrower agrees to reimburse Lender on demand for any reasonable payment made or any reasonable and documented expense incurred by Lender in connection therewith, provided that this authorization shall not relieve Borrower of any of its obligations under this Security Agreement or under the Credit Agreement.

8.5. Specific Performance of Certain Covenants. Borrower acknowledges and agrees that a breach of any of the covenants contained in Sections 4.1.5, 4.1.6, 4.4, 5.3, or 8.7 or in Article VII will cause irreparable injury to Lender, that Lender has no adequate remedy at law in respect of such breaches and therefore agrees, without limiting the right of Lender to seek and obtain specific

performance of other obligations of Borrower contained in this Security Agreement, that the covenants of Borrower contained in the Sections referred to in this Section 8.5 shall be specifically enforceable against Borrower.

8.6. Use and Possession of Certain Premises. Upon the occurrence and during the continuance of a Default, Lender shall be entitled to occupy and use any premises owned or leased by Borrower (other than the Arena or any other facility at which the Dallas Mavericks play their home basketball games) where any of the Collateral or any records relating to the Collateral are located until the Secured Obligations are paid or the Collateral is removed therefrom, whichever first occurs, without any obligation to pay Borrower for such use and occupancy.

8.7. Dispositions Not Authorized. Borrower is not authorized to sell or otherwise dispose of the Collateral except as set forth in Section 4.1.5 and notwithstanding any course of dealing between Borrower and Lender or other conduct of Lender, no authorization to sell or otherwise dispose of the Collateral (except as set forth in Section 4.1.5) shall be binding upon Lender unless such authorization is in writing signed by Lender.

8.8. Benefit of Agreement. The terms and provisions of this Security Agreement shall be binding upon and inure to the benefit of Borrower, Lender and their respective successors and assigns (including all persons who become bound as a debtor to this Security Agreement), except that Borrower shall not have the right to assign its rights or delegate its obligations under this Security Agreement or any interest herein, without the prior written consent of Lender.

8.9. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement.

8.10. Taxes and Expenses. Any taxes (other than Excluded Taxes) payable or ruled payable by Federal or State authority in respect of this Security Agreement shall be paid by Borrower, together with interest and penalties, if any. Borrower shall reimburse Lender for any and all reasonable and documented out-of-pocket expenses and internal charges (including reasonable attorneys', auditors' and accountants' fees and reasonable time charges of attorneys, paralegals, auditors and accountants who may be employees of Lender) paid or incurred by Lender in connection with the preparation, execution, delivery, administration, collection and enforcement of this Security Agreement and, after the occurrence of a Default, in any reasonably necessary audit, analysis, administration, collection, preservation or sale of the Collateral (including the expenses and charges associated with any periodic or special audit of the Collateral). Any and all costs and expenses incurred by Borrower in the performance of actions required pursuant to the terms hereof shall be borne solely by Borrower.

8.11. Headings. The title of and section headings in this Security Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Security Agreement.

8.12. Termination. This Security Agreement shall continue in effect (notwithstanding the fact that from time to time there may be no Secured Obligations outstanding) until (i) the Credit Agreement has terminated pursuant to its express terms and (ii) all of the Secured Obligations have been

indefeasibly paid and performed in full and no commitments of Lender which would give rise to any Secured Obligations are outstanding.

8.13. Entire Agreement. This Security Agreement embodies the entire agreement and understanding between Borrower and Lender relating to the Collateral and supersedes all prior agreements and understandings between Borrower and Lender relating to the Collateral.

8.14. **CHOICE OF LAW. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.** Each party hereto hereby irrevocably and unconditionally submits to the jurisdiction of the District Courts of the State of Texas and of the United States District Court of the Northern District of Texas, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such Texas or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

8.15. Indemnity. Borrower hereby agrees to indemnify Lender, and its successors, assigns, agents and employees, from and against any and all liabilities, damages, penalties, suits, costs, and expenses of any kind and nature (including, without limitation, all reasonable expenses of litigation or preparation therefor whether or not Lender is a party thereto) imposed on, incurred by or asserted against Lender or its successors, assigns, agents and employees, in any way relating to or arising out of this Security Agreement, or the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, use, operation, condition, sale, return or other disposition of any Collateral (including, without limitation, latent and other defects, whether or not discoverable by Lender or Borrower, and any claim for patent, trademark or copyright infringement).

8.16. NBA Consent Letter. Notwithstanding any of the provisions hereof or of any other Facility Document, it is acknowledged and agreed that (a) the exercise by Lender of any rights or remedies hereunder or under any other Facility Document will be made in accordance with, and subject to, the terms of the NBA Consent Letter, the terms, conditions and provisions of which each of Borrower and Lender has accepted as reasonable and appropriate, (b) each of the provisions of this Security Agreement and the other Facility Documents shall be subject to the terms of the NBA Consent Letter and (c) in the event of any conflict between the terms of the NBA Consent Letter, on the one hand, and the terms of this Security Agreement or of any other Facility Documents, on the other hand, the terms of the NBA Consent Letter will control. Without limiting the generality of the preceding sentence, Lender shall not exercise, enforce or attempt to exercise or enforce any of its rights or remedies under this Security Agreement or any of the other Facility Documents except in accordance with and subject to the NBA Consent Letter.

ARTICLE IX

NOTICES

9.1. Sending Notices. Any notice required or permitted to be given under this Security Agreement shall be sent (and deemed received) in the manner and to the addresses set forth in the Credit Agreement.

9.2. Change in Address for Notices. Each of Borrower and Lender may change the address for service of notice upon it by a notice in writing to the other parties.

[Remainder of page intentionally blank. Signatures appear on following page.]

IN WITNESS WHEREOF, Borrower and Lender have executed this Security Agreement as of the date first above written.

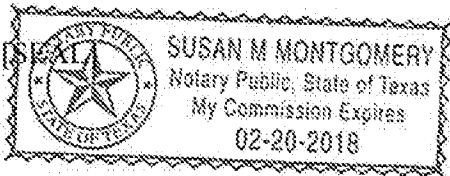
DALLAS BASKETBALL LIMITED, a Texas limited partnership

By: Radical Mavericks Management, LLC, a Texas limited liability company, general partner

By: [Signature]
Name: Robert Hart
Title: Senior Executive Vice President

STATE OF TEXAS)
) SS
COUNTY OF DALLAS)

The foregoing instrument was acknowledged before me this 15th day of September, 2017 by Robert Hart, Senior Executive Vice President of Radical Mavericks Management, LLC, a Texas limited liability company, general partner of DALLAS BASKETBALL LIMITED, a Texas limited partnership, on behalf of said limited partnership.



Notary ID # 143375-5

[Signature]
Notary Public, State of Texas

My commission expires: 02/20/2018

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION

By: B. K.
Name: Brian Kantarian
Title: Executive Director

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 14 day of September, 2017 by BRIAN KANTARIAN, ED of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, on behalf of said association.

[SEAL]

Shirley Quigley
Notary Public, State of NEW YORK

My commission expires: 09/21/2019



SHIRLEY QUIGLEY
Notary Public, State of New York
No. 01QU6244753
Qualified in Suffolk County
Commission Expires Sept. 21, 2019

EXHIBIT "A"
(See Sections 3.4, 3.5, 4.1.7 and 9.1 of Security Agreement)

Place of Business (if it has only one) or Chief Executive Office (if more than one place of business) and Mailing Address:

As of the Effective Date, Borrower's Chief Executive Office and Mailing Address will be as follows:

Dallas Basketball Limited
2909 Taylor Street
Dallas, Texas 75226
Attention: Chief Operating Officer

With a copy to:

Robert S. Hart
2931 Elm Street
Dallas, Texas 75226

After the Effective Date, Borrower plans to (i) enter into a lease agreement for the lease of a portion of a building located at 1333 North Stemmons Freeway (which will include an estimated occupancy date of October 10, 2017), and (ii) amend its lease for the building located at 2909 Taylor Street (which is estimated to have an effective date of October 10, 2017). After the effectiveness of these transactions, Borrower's Chief Executive Office and Mailing Address will be as follows:

Dallas Basketball Limited
1333 North Stemmons Freeway
Dallas, Texas 75207
Attention: Chief Operating Officer

With a copy to:

Robert S. Hart
2931 Elm Street
Dallas, Texas 75226

Locations of Inventory and Equipment and Fixtures:

A. Properties Owned by Borrower: None.

B. Properties Leased by Borrower (Include Landlord's Name):

American Airlines Center
2500 Victory Avenue
Dallas, Texas 75219
Landlord: Center Operating Company, L.P. (sublease)

1530 Inspiration Drive
Suites 100 and 300
Dallas, Texas 75207
Landlord: Radical 1530 Inspiration LP






2909 Taylor St.
Dallas, Texas 75226
Landlord: Radical Computing, Inc.







1333 North Stemmons Freeway
Dallas, Texas 75207
Landlord: Radical 1530 Inspiration LP







C. Public Warehouses or other Locations pursuant to Bailment or Consignment Arrangements (include name of Warehouse Operator or other Bailee or Consignee):




EXHIBIT "B"
(See Section 3.9 of Security Agreement)



A. Patents, copyrights, trademarks protected under federal law*:

Trademarks				
	Description	Mark	Registration Date	Registration Number
	DALLAS MAVERICKS	DALLAS MAVERICKS	Renewed - April 24, 2012	73-290073 1,235,457
	M DALLAS MAVERICKS (and Design)		October 28, 1988	73-290074 1,235,458
	M DALLAS MAVERICKS (and Design)		Renewed - February 11, 2009	73-734464 1,537,463
	M (and Design)		Renewed - September 10, 2013	76-168667 2,759,499
	M (and Design)		Renewed - March 10, 2012	76-168669 2,669,933
	M (and Design)		Renewed - October 15, 2012	76-168671 2,753,699

M (and Design)		Renewed - January 12, 2015	76-168816 3,023,981
M (and Design)		Renewed - September 9, 2013	76-168818 2,811,050
M (and Design)		Renewed - December 27, 2014	76-168821 2,919,262
M (and Design)		Renewed - October 11, 2014	76-168822 2,914,753
MFFL	MFFL	Renewed - November 4, 2016	76-574936 3,233,878
M (and Design)		November 6, 2014	77-128256 3,474,633
MAVERICKS (and Design)		Renewed - January 11, 2013	78-021922 2,795,967

DALLAS MAVERICKS (and Design)		Renewed - October 15, 2012	78-022054 2,757,399
DALLAS MAVERICKS (and Design)		Renewed - May 7, 2012	78-022070 2,705,429
DALLAS MAVERICKS (and Design)		Renewed - October 15, 2012	78-022073 2,754,325
DALLAS MAVERICKS (and Design)		Renewed - March 10, 2012	78-022078 2,667,278
DALLAS MAVERICKS (and Design)		Renewed - June 6, 2013	78-022083 2,701,384
DALLAS MAVERICKS (and Design)		Renewed - October 15, 2012	78-022091 2,744,775

DALLAS MAVERICKS (and Design)		Renewed - June 15, 2013	78-022105 2,720,026
DALLAS MAVERICKS (and Design)		Renewed - March 10, 2012	78-022116 2,667,279
CHAMP		Renewed - October 8, 2014	78-220795 3,002,575
DALLAS MAVERICKS		Renewed - June 30, 2015	78-506896 3,100,138
MAVS FOUNDATION	MAVS FOUNDATION	Renewed - November 4, 2016	78-710210 3,277,328
Miscellaneous Design		Renewed - October 27, 2016	78-710223 3,277,329
MAVS		June 9, 2015	78-836556 3,641,287
MAVGEAR		December 4, 2012	85-448928 4,252,707

	D (Stylized)		March 25, 2014	85-645322 4,502,336
	DALLAS (and Design)		March 24, 2015	86-394650 4,708,366
Trademark Applications				
	Description	Mark	Application Filing Date	Serial Number
	None			
Copyrights				
	Description	Registration No.		
1	Dallas Mavericks with Horse Design	VA0001993938		
2	Dallas Mavericks and Design	VAu 473-872		
3	M & Ball Design	VAu 473-871		
4	Star and Ball Design	VAu 473-873		
Patents				
	None			
Patent Applications				

None			
------	--	--	--

EXHIBIT "C"
(See Section 3.9 of Security Agreement)

Legal description, county and street address of property on which
Fixtures are located:

See attached.

Name and Address of Record Owner:

Property:

1530 Inspiration Drive
Suites 100 and 300
Dallas, Dallas County, Texas 75207

Record Owner:

Radical 1530 Inspiration LP
2931 Elm Street
Dallas, Texas 75226

Legal Description:

Being a tract of land out of the John Grigsby Survey, Abstract No. 495 and the C. G. Cole Survey, Abstract No. 271 and situated in the City of Dallas, Dallas County, Texas, said tract being a portion of Blocks 1226 and 2402 of the Trinity Industrial District, an addition to the City of Dallas, Texas according to the plat thereof recorded in Volume 13, Page 119 of the Map Records of Dallas County, Texas, also being the same tract of land described in the deed to Grossman and Frank as recorded in Volume 88113, Page 4123 of the Deed Records of Dallas County, Texas and the same tract of land described in the deed to Grossman and Frank as recorded in Volume 88113, Page 4129 of said deed records and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch "MILLER 5665" capped steel rod set for the most westerly corner of Lot 1, Block 1274, Inspiration Addition, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 67047, Page 210 of the Map Records of Dallas County, Texas, said rod being in the southeasterly right-of-way line of Inspiration Drive;

Thence South 42 degrees 42 minutes 31 seconds East with the southwesterly boundary line of said Lot 1 a distance of 444.01 feet to a 1/2 inch "MILLER 5665" capped steel rod set for an inner corner thereof;

Thence South 25 degrees 55 minutes 13 seconds West a distance of 98.38 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

Thence North 78 degrees 41 minutes 07 seconds West a distance of 111.99 feet to a 1/2 inch capped steel rod for the beginning of a curve to the right with a radius of 595.19 feet and whose chord bears North 75 degrees 54 minutes 40 seconds West at 31.54 feet;

Thence Westerly with said curve along an arc length of 31.54 feet to a 1/2 inch capped steel rod found for the end of said curve;

Thence North 77 degrees 25 minutes 04 seconds West a distance of 77.03 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 296.62 feet and whose chord bears North 50 degrees 48 minutes 34 seconds West at 265.71 feet;

Thence northwesterly with said curve along an arc length of 275.51 feet to a 1/2 inch capped steel rod found for the end of said curve;

Thence North 24 degrees 08 minutes 33 seconds West a distance of 34.04 feet to a 5/8 inch steel rod found in said southeasterly right-of-way line;

Thence North 65 degrees 20 minutes East with said right-of-way line a distance of 6.15 feet to a 1/2 inch "MILLER 5665" capped steel rod set for an angle point therein;

Thence North 45 degrees 49 minutes 54 seconds East continuing with said right-of-way line a distance of 239.37 feet to the point of beginning and containing 2.3616 acres of land, more or less.

Property:

2909 Taylor St.
Dallas, Dallas County, Texas 75226

Record Owner:

Radical Computing, Inc.
2931 Elm Street
Dallas, Texas 75226

Legal Description:

Being Lots 11 through 18 and the East 40.00 feet of Lot 10, Block 16/197 of Crowds & Akards Addition, an Addition to the City of Dallas, Dallas County, Texas, according to the map or plat thereof recorded in Volume W, Page 625, Deed Records, Dallas County, Texas and being more particularly described as follows:

Beginning at a 1/2 inch diameter iron rod set at the Southeast corner of said Lot 18, said point being the intersection of the West line of S. Walton Street (a 50 foot public right-of-way) with the North line of Taylor Street (an 80 foot public right-of-way);

Thence South 76 deg. 00 min. 00 sec. West (basis of bearing derived from Dallas County plat book), along said North line, same being the South line of said Lots 18 through 10 (respectively), a distance of 441.84 feet to a 1/2 inch diameter iron rod set for corner in the East line of S. Oakland Street (a public right-of-way), said point being North 76 deg. 00 min. 00 sec., East 10.00 feet from the Southwest corner of said Lot 10;

Thence North 14 deg. 31 min. 07 sec. West, along said East line of Oakland Avenue, 10.00 feet East of and parallel to the West line of said Lot 10, a distance of 125.00 feet to a 1/2 inch diameter iron rod set for corner in the South line of Virgil Street (a 30 foot public right-of-way);

Thence North 76 deg. 00 min. 00 sec. East, along the South line of Virgil Street (a 30 foot public right-of-way), same being the North line of said Lots 10 through 18, a distance of 441.84 feet to a 1/2 inch diameter iron rod set for corner in the said West line of S. Walton Street, said point being the Northeast corner of said Lot 18;

Thence South 14 deg. 31 min. 07 sec. East, along said West line, same being the East line of said Lot 18, a distance of 125.00 feet to the PLACE OF BEGINNING and containing 1.268 acres of land.

Property:

1333 North Stemmons Freeway
Dallas, Dallas County, Texas 75207

Record Owner:

Radical 1530 Inspiration LP
2931 Elm Street
Dallas, Texas 75226

Legal Description:

Being a tract of land out of the John Grigsby Survey, Abstract No. 495 and situated in the City of Dallas, Dallas County, Texas, said tract being Lot 1, Block 1274 and Lot 2, Block 1275, Inspiration Addition, an addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 67047, Page 210 of the Map Records of Dallas County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch steel rod found capped steel rod found for the most northerly northeast corner of said Lot 1, said rod being the easterly end of a corner clip for the southeasterly right-of-way line of Inspiration Drive and the westerly right-of-way line of Stemmons Freeway (L.H. 35E);

Thence South 24 degrees 18 minutes 24 seconds East with the easterly boundary line of said Lot 1 and with said westerly right-of-way line a distance of 18.85 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 1456.27 feet and whose chord bears South 20 degrees 37 minutes 17 seconds East at 227.35 feet;

Thence southerly continuing with said easterly boundary line and said westerly right-of-way line and with said curve along an arc length of 227.58 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the end of said curve;

Thence South 16 degrees 08 minutes 39 seconds East continuing with said easterly boundary line and said westerly right-of-way line a distance of 377.18 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 1894.86 feet and whose chord bears South 12 degrees 51 minutes 07 seconds East a distance of 217.76 feet;

Thence southerly continuing with said easterly boundary line and said westerly right-of-way line and with said curve along an arc length of 217.88 feet to a 1/2 inch steel rod found for the most easterly corner of said Lot 1;

Thence South 58 degrees 42 minutes 04 seconds West with the southerly boundary line of said Lot 1 a distance of 217.08 feet to a 1/2 inch capped steel rod found in the northerly boundary line of the same tract of land described in the deed to Grossman & Frank recorded in Volume 883, Page 33 of the Deed Records of Dallas County, Texas;

Thence South 39 degrees 31 minutes 17 seconds East with said northerly boundary line a distance of 94.01 feet to a 5/8 inch steel rod found for the most easterly corner of said Grossman & Frank tract;

Thence North 54 degrees 12 minutes 40 seconds West a distance of 235.68 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the left with a radius of 625.19 feet and whose chord bears North 59 degrees 06 minutes 17 seconds West at 106.67 feet;

Thence northwesterly with said curve along an arc length of 106.80 feet to a 1/2 inch capped steel rod found for the end of said curve; said rod being an outer corner of said Lot 1;

Thence North 25 degrees 55 minutes 13 seconds East with the westerly boundary line of said Lot 1 a distance of 88.64 feet to a 1/2 inch "MILLER 5665" capped steel rod set for an inner corner thereof;

Thence North 42 degrees 42 minutes 31 seconds West continuing with said westerly boundary line a distance of 444.01 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the most westerly corner of said Lot 1, said rod being in said southeasterly right-of-way line of Inspiration Drive;

Thence North 45 degrees 49 minutes 54 seconds East with the northwesterly boundary line of said Lot 1 and with said southeasterly right-of-way line a distance of 567.57 feet to a 1/2 inch capped steel rod found for the westerly end of said corner clip;

Thence South 79 degrees 29 minutes 42 seconds East with said corner clip a distance of 22.91 feet to the point of beginning and containing 7.5098 acres of land, more or less.

Property:

American Airlines Center
2500 Victory Avenue
Dallas, Dallas County, 75219

Record Owner:

City of Dallas
1500 Marilla St.
Dallas, Texas 75201

Legal Description:

See attached.

BEING a 11.60 acre tract of land situated in the John Grigsby Survey, Abstract No. 495, in Dallas County, Texas, located in Blocks 396, 397, and 398, official City of Dallas, Texas numbers, and being part of Parcel 1A described by special warranty deed to Anland 1A/1C, L.P. dated March 27, 1998 as recorded in Volume 98060, Page 3979, Deed Records, Dallas County, Texas (DRDCT), and also being part of Parcel 1C described by special warranty deed to Anland 1A/1C, L.P. dated April 2, 1998 as recorded in Volume 98064, Page 6485, DRDCT, and also being part of Parcel 4 described by special warranty deed to Anland 4, L.P. dated April 2, 1998 as recorded in Volume 98064, Page 6520, DRDCT, and being part of the Flynn Street right-of-way as recorded by plat in Volume 1, Page 28, Map Records Dallas County, Texas, and being more particularly described as follows:

COMMENCING at a found brass disk in concrete stamped D P & L in the east line of Flynn Street at its intersection with the northwest line of Block 393, said east line also being the west line of said Parcel 1C; said point also being the intersection of said east line with an offset line of said Parcel 1A;

THENCE South 43 degrees 58 minutes 11 seconds West, departing the west line of said Parcel 1C and along the southern terminus of said Flynn Street, same being the northwest line of Block 393 and an offset line of said Parcel 1A, a distance of 8.47 feet to a set PK nail for the POINT OF BEGINNING of said 11.60 acre tract;

THENCE North 36 degrees 14 minutes 47 seconds West, departing said Block line and said offset line of Parcel 1A and crossing said Flynn Street, at 36.10 feet passing a set PK Nail on the west line of said Flynn Street, and continuing a total distance of 206.58 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE South 53 degrees 45 minutes 13 seconds West, a distance of 136.20 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE South 74 degrees 51 minutes 45 seconds West, a distance of 277.82 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE North 15 degrees 08 minutes 15 seconds West, a distance of 437.70 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE South 74 degrees 51 minutes 45 seconds West, a distance of 120.00 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE South 15 degrees 08 minutes 15 seconds East, a distance of 200.00 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE South 74 degrees 51 minutes 45 seconds West, a distance of 149.62 feet to a 1/2 inch set iron rod with cap for a corner, said point being on the west line of said Parcel 1A, same being the east right-of-way line of Rajitran (variable width right-of-way);

THENCE North 15 degrees 19 minutes 24 seconds West, along said right-of-way line, a distance of 553.64 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE North 74 degrees 51 minutes 45 seconds East, departing said right-of-way line, a distance of 151.42 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE South 15 degrees 08 minutes 15 seconds East, a distance of 233.64 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE North 74 degrees 51 minutes 45 seconds East, a distance of 192.00 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE North 15 degrees 08 minutes 15 seconds West, a distance of 80.03 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE North 53 degrees 45 minutes 13 seconds East, a distance of 343.32 feet to a found Ramset Nail in concrete for a corner on the westerly line of said Flynn Street;

THENCE North 47 degrees 30 minutes 44 seconds East, crossing said Flynn Street, a distance of 25.00 feet to a 1/2 inch found iron rod with cap for a corner, said point also being the beginning a circular curve to the right having a radius of 1116.28 feet, and whose chord bears South 38 degrees 00 minutes 39 seconds East, a distance of 174.27 feet, said point being on the easterly line of Flynn Street, same being the west line of said Parcel 4;

THENCE Southeasterly and Southerly, along said curve and the northeasterly or easterly line of Flynn Street, same being the southwesterly line of said Parcel 4, through a central angle of 08 degrees 57 minutes 13 seconds, for an arc distance 174.44 feet to a 1/2 inch set iron rod for a corner;

THENCE South 36 degrees 14 minutes 47 seconds East, departing said easterly line of Flynn Street, a distance of 340.89 feet to a 1/2 inch set iron rod with cap for a corner, said point being on the west line of a tract of land described by deed to Intervest-West End, Ltd. as recorded in Volume 97235, Page 5011, DRDCT;

THENCE South 23 degrees 14 minutes 13 seconds East, along said west line, a distance of 160.84 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE South 53 degrees 45 minutes 13 seconds West, departing said west line a distance of 98.79 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE South 36 degrees 14 minutes 47 seconds East, a distance of 325.34 feet to a 1/2 inch set iron rod with cap for a corner, said point being the beginning of a circular curve to the right having a radius of 400.00 feet and whose chord bears South 62 degrees 01 minutes 38 seconds West, a distance of 23.73 feet;

THENCE Southwesterly, and with said curve to the right through a central angle of 03 degree 23 minutes 58 seconds for an arc length of 23.73 feet to a 1/2-inch set iron rod with cap for the point of compound curvature of a circular curve to the right having a radius of 140.00 feet and whose chord bears South 74 degrees 13 minutes 54 seconds West, a distance of 51.05 feet;

THENCE Southwesterly, and with said curve to the right through a central angle of 21 degrees 00 minutes 34 seconds for an arc distance of 51.34 feet to a 1/2-inch set iron rod with cap for the point of tangency;

THENCE South 84 degrees 44 minutes 11 seconds West, a distance of 80.13 feet to a 1/2 inch set iron rod with cap for a corner;

THENCE North 36 degrees 14 minutes 47 seconds West, a distance of 56.24 feet to the POINT OF BEGINNING AND CONTAINING 505,297 square feet or 11.60 acres of land more or less.

Basis Of Bearing is based on Texas State Plane Coordinate System, 1983 (1993), North Central Zone 4202, based upon GPS measurements from Triangulation Station "Buckner Reset" and "Arlington RRP". Convergence angle at "Buckner Reset" is 00 Degrees 59 Minutes 28.8 Seconds as computed by Corpcon V4.11. The monuments used for basis of bearing are noted hereon as (Control Mon.). Bearings shown hereon are 00 Degrees 00 Minutes 05 Seconds clockwise from bearings recorded in Vol. 98060, Pg. 3979, Vol. 98064, Pg. 6485, Vol. 98064, Pg. 6520.

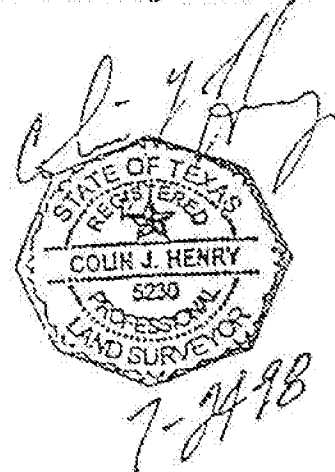


EXHIBIT "D"
(See Sections 3.10 and 4.1.6 of Security Agreement)

EXISTING LIENS ON THE COLLATERAL

<u>Secured Party</u>	<u>Collateral</u>	<u>Principal Balance</u>	<u>Maturity</u>
----------------------	-------------------	--------------------------	-----------------