

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465646

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UATP Management, LLC		03/01/2018	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	ZB, N.A. dba Amegy Bank, National Association		
Street Address:	2501 North Harwood Street		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4807427	URBAN AIR TRAMPOLINE PARK	
Registration Number:	4799297	GET UP. GET FLY.	
Registration Number:	5361358	SKY RIDER	
Serial Number:	87207115	URBAN AIR ADVENTURE PARK	
Serial Number:	87348394	ADVENTURE HUB	
Serial Number:	87670678	UA	
Serial Number:	87739044	ACTIVATE AWESOME	
Serial Number:	87739049	NEXT LEVEL PLAY	
CORRESPONDENCE DATA			
Fax Number:	2147455390		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214.745.5370		
Email:	jmuennink@winstead.com		
Correspondent Name:	Jan Muennink c/o Winstead PC		
Address Line 1:	P.O. Box 131851		
Address Line 4:	Dallas, TEXAS 75313		
ATTORNEY DOCKET NUMBER:	124780224		
NAME OF SUBMITTER:	Jan Muennink		

CH \$215.00 4807427

SIGNATURE:	/jan muennink/
DATE SIGNED:	03/14/2018
Total Attachments: 13 source=12478-224 Security Agreement UATP Amegy Bank#page1.tif source=12478-224 Security Agreement UATP Amegy Bank#page2.tif source=12478-224 Security Agreement UATP Amegy Bank#page3.tif source=12478-224 Security Agreement UATP Amegy Bank#page4.tif source=12478-224 Security Agreement UATP Amegy Bank#page5.tif source=12478-224 Security Agreement UATP Amegy Bank#page6.tif source=12478-224 Security Agreement UATP Amegy Bank#page7.tif source=12478-224 Security Agreement UATP Amegy Bank#page8.tif source=12478-224 Security Agreement UATP Amegy Bank#page9.tif source=12478-224 Security Agreement UATP Amegy Bank#page10.tif source=12478-224 Security Agreement UATP Amegy Bank#page11.tif source=12478-224 Security Agreement UATP Amegy Bank#page12.tif source=12478-224 Security Agreement UATP Amegy Bank#page13.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented, or otherwise modified from time to time, this “Agreement”), dated as of March 1, 2018, is entered into by UATP Management, LLC, a Texas limited liability company (“Borrower”), and each of the other signatories party hereto (together with Borrower and including any successors and assigns, collectively, the “Grantors” and each a “Grantor”), in favor of ZB, N.A. dba Amegy Bank, National Association (“Lender”).

BACKGROUND

Borrower and Lender have entered into that certain Loan Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Loan Agreement”).

In connection with the Loan Agreement, each Grantor has entered into that certain Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of Lender, pursuant to which each Grantor is required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create a first priority security interest in the Collateral in favor of Lender securing the payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to make Loans under the Loan Agreement and to extend other credit and financial accommodations under the Loan Documents, each Grantor hereby agrees with Lender, as follows:

1. DEFINITIONS; OTHER TERMS.

1.1. General Terms. For purposes of this Agreement:

“Collateral” has the meaning assigned to it by Section 2.1 hereof.

“Copyrights” has the meaning assigned to it by Section 2.1(a) hereof.

“Patents” has the meaning assigned to it by Section 2.1(c) hereof.

“Related IP Documents” means, collectively, all documents and things in any Grantor’s possession related to the production and sale by such Grantor, or any Affiliate, Subsidiary, licensee or subcontractor thereof, of products or services sold by or under the authority of such Grantor in connection with the Patents, Trademarks, or Copyrights.

“Trademarks” has the meaning assigned to it by Section 2.1(b) hereof.

1.2. Other Definitional Provisions. Capitalized terms used but not otherwise defined herein have the meanings given such terms in the Loan Agreement and, to the extent not otherwise defined in the Loan Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Loan Agreement, terms as defined herein shall control; provided, that a more expansive or explanatory definition shall not be deemed a conflict. Terms defined in the UCC

which are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. Construction. Unless otherwise expressly provided in this Agreement or the context requires otherwise, (a) the singular shall include the plural, and vice versa, (b) words of a gender include the other gender, (c) monetary references are to Dollars, (d) time references are to central time, (e) references to the “Agreement” and to “Articles,” “Sections,” “Exhibits,” and “Schedules” are to this Agreement and to the Articles, Sections, Exhibits, and Schedules of and to this Agreement, together with all amendments and restatements thereto, (f) headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof, (g) references to any Person include that Person’s heirs, personal representatives, successors, trustees, receivers, and permitted assigns, that Person as a debtor-in possession, and any receiver, trustee, liquidator, conservator, custodian, or similar party appointed for such Person or all or substantially all of its assets, (h) references to any law include every amendment or restatement to it, rule and regulation adopted under it, and successor or replacement for it, (i) references to a particular Loan Document include each amendment or restatement to it made in accordance with the Loan Agreement and such Loan Document, and (j) the inclusion of Proceeds in the definition of “Collateral” shall not be deemed a consent by Lender to any sale or other disposition of any Collateral not otherwise specifically permitted by the terms of the Loan Agreement or this Agreement. This Agreement is a Loan Document.

2. GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. As security for the payment and performance, as the case may be, in full of the Obligations, each Grantor hereby grants to Lender, a security interest in all of such Grantor’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”):

(a) (i) all copyright rights in any work subject to the copyright laws of any Governmental Authority, whether as author, assignee, transferee, or otherwise, (ii) all registrations and applications for registration of any such copyright in any Governmental Authority, including registrations, recordings, supplemental registrations, and pending applications for registration in any jurisdiction, and (iii) all rights to use and/or sell any of the foregoing, including, without limitation, copyrights listed on Exhibit A hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed with any Governmental Authority in connection therewith, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, (iv) all rights to use and/or sell any of the foregoing, and (v) the portion of the business to which each trademark pertains, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);

(c) (i) all letters patent of any Governmental Authority, all registrations and recordings thereof, and all applications for letters patent of any Governmental Authority, and (ii) all reissues, continuations, divisions, continuations-in-part, renewals, or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the

inventions disclosed or claimed therein, including, without limitation, the patents and patent applications listed on Exhibit C hereto (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(d) the goodwill of such Grantor’s business connected with the use of and symbolized by the Trademarks;

(e) the Related IP Documents; and

(f) all products and proceeds, including, without limitation, insurance proceeds, of any of the foregoing.

2.2. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Lender in the Collateral with the United States Patent and Trademark Office, the United States Copyright Office and any other applicable office or Governmental Authority. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Lender pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to its Lien in the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. MISCELLANEOUS

3.1. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of each Grantor, Lender and its respective permitted successors and assigns, except that no Grantor shall have the right to assign its rights or obligations under this Agreement or any interest herein without the prior written consent of Lender.

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

3.3. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall become effective when it shall have been executed by Lender and when Lender shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging means (e.g. “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Agreement.

3.4. Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Texas (without reference to applicable rules of conflicts of laws).

3.5. ENTIRE AGREEMENT. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT AMONG THE PARTIES AND MAY NOT

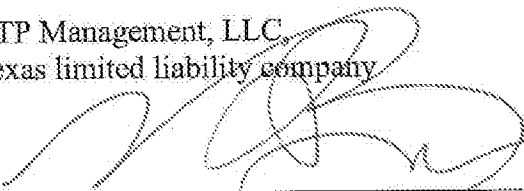
BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES.

[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

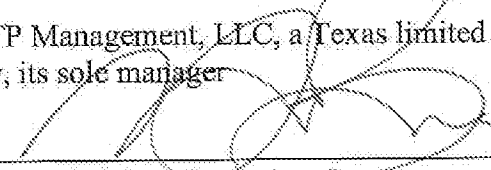
GRANTORS:

UATP Management, LLC,
a Texas limited liability company

By: 
Name: Michael Browning, Jr.
Title: Chief Executive Officer

UATP IP, LLC, a Texas limited liability company

By: UATP Management, LLC, a Texas limited liability
company, its sole manager

By: 
Name: Michael Browning, Jr.
Title: Chief Executive Officer

LENDER:

ZB N.A., DBA AMEGY BANK

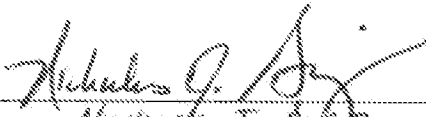
By: 
Name: Margaret J. [unclear]
Title: SVP

EXHIBIT A
COPYRIGHTS

COPYRIGHT APPLICATIONS

UATP Management, LLC

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registration No.	Copyright	Application Date	Country of Application
UATP IP, LLC	Licensee	1-5984860011	Urban Air Slam Dunk	November 7, 2017	USA
UATP IP, LLC	Licensee	1-4601302293	Urban Air Adventure Park	March 13, 2017	USA
UATP IP, LLC	Licensee	1-4600335182	Get Up. Get Fly.	March 13, 2017	USA
UATP IP, LLC	Licensee	1-4600335131	Urban Air Urbie	March 13, 2017	USA

UATP IP, LLC

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registration No.	Copyright	Application Date	Country of Application
UATP IP, LLC	Owner	1-5984860011	Urban Air Slam Dunk	November 7, 2017	USA
UATP IP, LLC	Owner	1-4601302293	Urban Air Adventure Park	March 13, 2017	USA
UATP IP, LLC	Owner	1-4600335182	Get Up. Get Fly.	March 13, 2017	USA
UATP IP, LLC	Owner	1-4600335131	Urban Air Urbie	March 13, 2017	USA

EXHIBIT B
TRADEMARKS

TRADEMARK REGISTRATIONS

UATP Management, LLC

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Date Registered	Country of Registration
UATP IP, LLC	Licensee	Urban Air Trampoline Park (standard character)	4807427	25, 41	September 8, 2015	USA
UATP IP, LLC	Licensee	Get up. Get Fly. (standard character)	4799297	41	August 25, 2015	USA
UATP IP, LLC	Licensee	Sky Rider	5361358	41	December 19, 2017	USA
UATP IP, LLC	Licensee	Urban Air Adventure Park (standard character)	87207115		May 9, 2017	USA
UATP IP, LLC	Licensee	Urban Air Trampoline Park (standard character)	1844770	25, 41	July 5, 2017	Canada
UATP IP, LLC	Licensee	Get up. Get Fly. (standard character)	1844772	41	July 5, 2017	Canada
UATP IP, LLC	Licensee	Sky Rider	1846653	41	July 13, 2017	Canada

UATP IP, LLC	Licensee	Urban Air Adventure Park (standard character)	1844771	25, 41	July 5, 2017	Canada
UATP IP, LLC	Licensee	Adventure Hub (standard character)	1846652	41	July 13, 2017	Canada
UATP IP, LLC	Licensee	Urban Air Trampoline Park (standard character)	1822026	25, 41	January 25, 2017	Australia
UATP IP, LLC	Licensee	Urban Air Adventure Park (standard character)	1271298	25, 41	November 8, 2017	Chile
UATP IP, LLC	Licensee	Urban Air Trampoline Park (standard character)	UK3190490	25, 35, 41, 43	October 11, 2016	UK
UATP IP, LLC	Licensee	Sky Rider (standard character)	UK3266076	28, 41	October 25, 2017 (application published)	UK
UATP IP, LLC	Licensee	Urban Air Trampoline Park (standard character)	015910037	25, 35, 41, 43	August 26, 2017	EU

UATP IP, LLC

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Registered Trademark	Registration No.	Int'l Class Covered	Date Registered	Country of Registration
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TRADEMARK APPLICATIONS

UATP Management, LLC

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Date of Application	Country of Application
UATP IP, LLC	Licensee	Adventure Hub (standard character)	87348394	February 24, 2017	USA
UATP IP, LLC	Licensee	UA (design mark)	87670678	November 3, 2017	USA
UATP IP, LLC	Licensee	Activate Awesome (standard character)	87739044	December 30, 2017	USA
UATP IP, LLC	Licensee	Next Level Play (standard character)	87739049	December 30, 2017	USA

UATP IP, LLC

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Trademark Application relates to following Trademark	Serial No.	Date of Application	Country of Application
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UATP IP, LLC	Owner	Activate Awesome (standard character)	87739044	December 30, 2017	USA
UATP IP, LLC	Owner	Next Level Play (standard character)	87739049	December 30, 2017	USA

EXHIBIT C
PATENTS

PATENT APPLICATIONS

UATP Management, LLC

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
UATP IP, LLC	Licensee	62/576351	October 24, 2017	USA
UATP IP, LLC	Licensee	62/474220	March 21, 2017	USA

UATP IP, LLC

Registered Owner	Nature of Grantor's Interest (e.g. owner, licensee)	Serial No.	Filing Date	Country of Issue
UATP IP, LLC	Owner	62/576351	October 24, 2017	USA
UATP IP, LLC	Owner	62/474220	March 21, 2017	USA