

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM477194

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROCKET BALL, LTD.		06/07/2018	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., as Collateral Agent		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	3457525	CLUTCH CITY	
Registration Number:	3457527	CLUTCH CITY	
Registration Number:	5156792	CLUTCH CITY	
Registration Number:	4436824	DENVER ROCKETS	
Registration Number:	4526325	H	
Registration Number:	3235838	HOUSTON ROCKETS	
Registration Number:	2938571	HOUSTON ROCKETS	
Registration Number:	2931889	HOUSTON R ROCKETS	
Registration Number:	2924353	HOUSTON R ROCKETS	
Registration Number:	2936994	R HOUSTON ROCKETS	
Registration Number:	2924354	HOUSTON R ROCKETS	
Registration Number:	2924352	HOUSTON R ROCKETS	
Registration Number:	2934160	HR HOUSTON ROCKETS	
Registration Number:	2934159	HOUSTON R ROCKETS	
Serial Number:	87417768	ROCKETS EGAMING	
Serial Number:	87417784	ROCKETS ESPORTS	
Serial Number:	87417752	ROCKETS GAMING	
CORRESPONDENCE DATA			

OP \$440.00 3457525

Fax Number:

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: 800-494-5225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F177438
NAME OF SUBMITTER:	Jordana Dreyfuss
SIGNATURE:	/Jordana Dreyfuss/
DATE SIGNED:	06/07/2018

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2018, between ROCKET BALL, LTD. (the "Borrower") and JPMORGAN CHASE BANK, N.A. as Collateral Agent (the "Collateral Agent").

Reference is made to the Security Agreement dated as of May 5, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Borrower and the Collateral Agent. The Purchaser has agreed to extend Advances to the Borrower subject to the terms and conditions set forth in the Note Purchase Agreement dated as of May 5, 2003, as amended and restated by the Fourth Amendment and Restatement Agreement dated as of April 2, 2015 (as further amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"). The obligation of the Purchaser to extend such Advances is conditioned upon, among other things, the execution and delivery of this Agreement. The Borrower will derive substantial benefits from the extension of credit to the Borrower pursuant to the Note Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Purchaser to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Borrower, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) 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, now existing or hereafter adopted or acquired, all United States registrations and recordings thereof, and all United States registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and

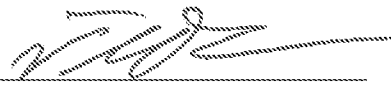
(b) all goodwill associated with or symbolized by the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Borrower hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

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

ROCKET BALL, LTD.

By: 
Name: Tad Brown
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

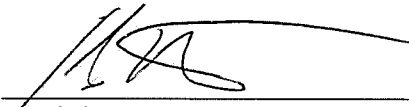
TRADEMARK
REEL: 006348 FRAME: 0726

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

ROCKET BALL, LTD.

By: _____
Name: Tad Brown
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent

By:  _____
Name: Philip Mousin
Title: Executive Director

[Signature Page to Trademark Security Agreement]


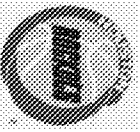





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TRADEMARKS



HOUSTON ROCKETS INTELLECTUAL PROPERTY PORTFOLIO									
TRADEMARKS - USA									
Country/ Territory	Trademark Description	Logo/Word Mark	Class	App. Date	App. No.	Reg. Date	Number	Reg. Expiration Date	Status
USA	CLUTCH CITY (HOUSTON ROCKETS SLOGAN)	CLUTCH CITY	16	31 Oct 2007	77317677	01 Jul 2008	3457525	01 Jul 2018	Registered
USA	CLUTCH CITY (HOUSTON ROCKETS SLOGAN)	CLUTCH CITY	25	31 Oct 2007	77317691	01 Jul 2008	3457527	01 Jul 2028	Registered
USA	CLUTCH CITY (HOUSTON ROCKETS SLOGAN)	CLUTCH CITY	41	21 May 2015	86638475	07 Mar 2017	5156792	07 Mar 2027	Registered
USA	DENVER ROCKETS AND DESIGN (1971- 1974) (HARDWOOD CLASSICS)		25	04 Aug 2010	85099663	19 Nov 2013	4436824	19 Nov 2023	Registered
USA	H (Stylized Letter - Houston Rockets ligature from primary logo 2003 - Present)		25	21 May 2012	85630862	06 May 2014	4526325	06 May 2024	Registered

HOUSTON ROCKETS INTELLECTUAL PROPERTY PORTFOLIO

TRADEMARKS - USA

Country/ Territory	Trademark Description	Logo/Word Mark	Class	App. Date	App. No.	Reg. Date	Number	Reg. Expiration Date	Status
USA	HOUSTON ROCKETS (WORD MARK - BLOCK LETTERS)		25	02 Nov 2004	78510094	01 May 2007	3235838	01 May 2027	Registered
USA	HOUSTON ROCKETS AND DESIGN (19721995) HARDWOOD CLASSICS LOGO		25	16 Apr 2002	76396642	05 Apr 2005	2938571	05 Apr 2025	Registered
USA	HOUSTON ROCKETS AND DESIGN (2003 - PRESENT)		25	27 Jun 2003	78267909	08 Mar 2005	2931889	08 Mar 2025	Registered
USA	HOUSTON ROCKETS AND DESIGN (2003 - PRESENT)		09	27 Jun 2003	78267930	01 Feb 2005	2924353	01 Feb 2025	Registered
USA	HOUSTON ROCKETS AND DESIGN (2003 - PRESENT)		16	27 Jun 2003	78267946	29 Mar 2005	2936994	29 Mar 2025	Registered
USA	HOUSTON ROCKETS AND DESIGN (2003 - PRESENT)		18	27 Jun 2003	78267953	01 Feb 2005	2924354	01 Feb 2025	Registered
USA	HOUSTON ROCKETS AND DESIGN (2003 - PRESENT)		28	27 Jun 2003	78267918	01 Feb 2005	2924352	01 Feb 2025	Registered

HOUSTON ROCKETS INTELLECTUAL PROPERTY PORTFOLIO TRADEMARKS - USA

Country/ Territory	Trademark Description	Logo/Word Mark	Class	App. Date	App. No.	Reg. Date	Number	Reg. Expiration Date	Status
USA	HOUSTON ROCKETS AND DESIGN (2003 - PRESENT)		35	27 Jun 2003	78267962	15 Mar 2005	2934160	15 Mar 2025	Registered
USA	HOUSTON ROCKETS AND DESIGN (2003 - PRESENT)		41	27 Jun 2003	78267876	15 Mar 2005	2934159	15 Mar 2025	Registered
USA	ROCKETS EGAMING (Houston Rockets Word Mark - Block Letters)	ROCKETS EGAMING	41	19 Apr 2017	87417768	N/A	N/A	N/A	Pending
USA	ROCKETS ESPORTS (Houston Rockets Word Mark - Block Letters)	ROCKETS ESPORTS	41	19 Apr 2017	87417784	N/A	N/A	N/A	Pending
USA	ROCKETS GAMING (Houston Rockets Word Mark - Block Letters)	ROCKETS GAMING	41	19 Apr 2017	87417752	N/A	N/A	N/A	Pending