

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM473358

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PACERS BASKETBALL, LLC		05/09/2018	Limited Liability Company: INDIANA

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT
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: 33

Property Type	Number	Word Mark
Registration Number:	5322396	PACERS
Registration Number:	5282365	P SOUND
Registration Number:	4754431	BLUE COLLAR GOLD SWAGGER
Registration Number:	4645221	BLUE COLLAR GOLD SWAGGER
Registration Number:	4810938	ONE GOAL
Registration Number:	4555856	PACEMATES
Registration Number:	4379345	AREA 55
Registration Number:	4502294	GOLD SWAGGER
Registration Number:	4675718	GOLD SWAGGER
Registration Number:	4209328	INDIANA'S GAME INDIANA'S TEAM
Registration Number:	4201874	INDIANA'S GAME. INDIANA'S TEAM.
Registration Number:	4292798	BOOM BABY
Registration Number:	4140970	BOOM BABY
Registration Number:	3619153	PASSION. PRIDE. PACERS.
Registration Number:	3341230	P INDIANA PACERS
Registration Number:	3341231	P INDIANA PACERS
Registration Number:	3341232	P INDIANA PACERS
Registration Number:	3341234	INDIANA PACERS P
Registration Number:	3336318	INDIANA PACERS P

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3100157	INDIANA PACERS
Registration Number:	2603817	P PACERS
Registration Number:	2611768	P PACERS
Registration Number:	2492525	P PACERS
Registration Number:	2406087	BOOMER
Registration Number:	2415057	PACERS
Registration Number:	2197932	P PACERS
Registration Number:	1979877	PACERS
Registration Number:	2219852	PACERS
Registration Number:	1981366	P
Registration Number:	1807620	P PACERS
Registration Number:	0942156	PACERS
Registration Number:	0947777	P
Registration Number:	4261156	HUSH

CORRESPONDENCE DATA

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 209796-00096

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 05/09/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of May 9, 2018 is made by Pacers Basketball, LLC, an Indiana limited liability company ("Granting Party"), in favor of JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (as defined in the Security Agreement) (in such capacity, together with its successors and assigns, the "Administrative Agent"). Capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement (as hereinafter defined).

PRELIMINARY STATEMENT:

WHEREAS, the Granting Party has executed and delivered that certain Credit Agreement of even date herewith with Administrative Agent and the Lenders party thereto (as amended or restated from time to time the "Credit Agreement");

WHEREAS, as a condition, among others, to the Administrative Agent and the Lenders' obligations to make Loans under the Credit Agreement, the Granting Party executed and delivered that certain Security Agreement of even date herewith (as amended or restated from time to time, the "Security Agreement"); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and Credit Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Administrative Agent therein, the Administrative Agent has required the Granting Party to execute and deliver this Agreement for filing in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Granting Party hereby agrees with Administrative Agent as follows:

SECTION 1. Grant of Security Interest. As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all of the Obligations, Granting Party grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing Lien, on its right, title and interest (but not its obligations), whether now held, owned or existing or hereafter acquired or arising, in, to and under all of its United States and foreign 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 registrations and recordings thereof, and all registration and recording applications filed in connection with any of the foregoing, all extensions or renewals of any of the foregoing; all of the goodwill of the business connected with the use of and symbolized by the foregoing; the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is governed by the Security Agreement to which reference should be made for a full description of the rights and remedies of the Administrative Agent with respect to the Trademarks.

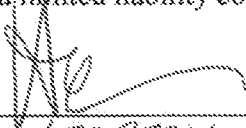
SECTION 3. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AND BE SUBJECT TO THE PROVISIONS SET FORTH IN SECTION 7.13 OF THE SECURITY AGREEMENT (WHICH SECTION 7.13 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

SECTION 4. NBA Consent Letter and the CIB Agreement. Each of the provisions of this Agreement shall be subject to the provisions of the NBA Consent Letter and the CIB Agreement, which the Loan Parties, the Administrative Agent and the Secured Parties have accepted as reasonable and appropriate. Without limiting the generality of the preceding sentence, none of the Administrative Agent, the Lenders or the other Secured Parties shall exercise, enforce or attempt to exercise or enforce any of their rights or remedies under this Agreement or any other Loan Document except in accordance with and subject to the NBA Consent Letter. In the event of any inconsistency or conflict between any term or provision of this Agreement or any other Loan Document and the terms and provisions of the NBA Consent Letter or the CIB Agreement, the terms and provisions of the NBA Consent Letter or the CIB Agreement, as applicable, shall control.

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IN WITNESS WHEREOF, Granting Party has caused this agreement to be duly executed and delivered by its officer thereunto duly authorize as of the date first above written.

PACERS BASKETBALL, LLC, an
Indiana limited liability company

By: 
Name: HERBERT SIMON
Title: MANAGER

Agreed and Accepted
As of the Date First Written Above:

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

By: 
Name: Joseph Bakalian
Title: Vice President

EXHIBIT A

United States Trademark Registrations and Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date
PACERS	87367252	3/10/2017	5322396	10/31/2017
P SOUND	87063396	6/7/2016	5282365	9/5/2017
BLUE COLLAR GOLD SWAGGER	86264945	4/29/2014	4754431	6/16/2015
BLUE COLLAR GOLD SWAGGER	86264970	4/29/2014	4645221	11/25/2014
ONE GOAL	86258097	4/21/2014	4810938	9/15/2015
PACEMATES	86117914	11/13/2013	4555856	6/24/2014
AREA 55	85792917	12/3/2012	4379345	8/6/2013
GOLD SWAGGER	85629353	5/18/2012	4502294	3/25/2014
GOLD SWAGGER	85629453	5/18/2012	4675718	1/20/2015
INDIANA'S GAME INDIANA'S TEAM	85523144	1/23/2012	4209328	9/18/2012
INDIANA'S GAME. INDIANA'S TEAM.	85523155	1/23/2012	4201874	9/4/12
BOOM BABY	85179021	11/17/2010	4292798	2/19/2013
BOOM BABY	85116354	8/26/2010	4140970	5/15/2012
PASSION. PRIDE. PACERS.	77585356	10/3/2008	3619153	5/12/2009
P INDIANA PACERS	78669349	7/13/2005	3341230	11/20/2007
P INDIANA PACERS	78669368	7/13/2005	3341231	11/20/2007
P INDIANA PACERS	78669429	7/13/2005	3341232	11/20/2007
INDIANA PACERS P	78669580	7/13/2005	3341234	11/20/2007
INDIANA PACERS P	78669662	7/13/2005	3336318	11/13/2007
INDIANA PACERS	78510100	11/2/2004	3100157	6/6/2006
P PACERS	76145981	10/10/2000	2603817	8/6/2002
P PACERS	76145984	10/10/2000	2611768	8/27/2002
P PACERS	76143157	10/10/2000	2492525	9/25/2001
BOOMER	75853984	11/19/1999	2406087	11/21/2000
PACERS	75571910	10/16/1998	2415057	12/26/2000
P PACERS	75340788	8/14/1997	2197932	10/20/2098
PACERS	74715754	8/15/1995	1979877	6/11/2096
PACERS	74715755	8/15/1995	2219852	1/26/1999
P	74415408	7/22/1993	1981366	6/18/1996
P PACERS	74177455	6/17/1991	1807620	11/30/1993
PACERS	72398897	8/2/1971	0942156	8/29/1972
P	72398898	8/2/1971	0947777	11/28/1972
HUSH	85611779	4/30/2012	4261156	12/18/2012

Exhibit A

RECORDED: 05/09/2018

**TRADEMARK
REEL: 006382 FRAME: 0987**