

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM613143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALLIANCE SPORTS GROUP, L. P.		12/07/2020	Limited Partnership: TEXAS
RECEIVING PARTY DATA			
Name:	PROSPERITY BANK		
Street Address:	5949 Sherry Lane		
Internal Address:	Suite 600		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75225		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90197986	THAW	
Serial Number:	90198013	PERSONAL WARMTH REINVENTED	
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:	2147455612		
Email:	ngraham@winstead.com		
Correspondent Name:	Nancy Graham c/o WINSTEAD PC		
Address Line 1:	2728 N. Harwood Street		
Address Line 2:	Suite 500		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	3127-301		
NAME OF SUBMITTER:	Nancy Graham		
SIGNATURE:	/Nancy Graham/		
DATE SIGNED:	12/08/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement"), dated as of December 7, 2020, is entered into by ALLIANCE SPORTS GROUP, L. P., a Texas limited partnership ("ASG") and each of the other Grantors party hereto (together with ASG and including any permitted successors and assigns, collectively, the "Grantors" and each a "Grantor"), in favor of PROSPERITY BANK, successor by merger to LegacyTexas Bank, as administrative agent for the benefit of each of the Secured Parties (in such capacity, "Administrative Agent").

BACKGROUND

ASG, the other borrowers party thereto, the lenders from time to time party thereto (the "Lenders"), and Administrative Agent have entered into the Credit Agreement dated as of August 1, 2017 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "Credit Agreement").

In connection with the Credit Agreement, each Grantor has entered into that certain Security Agreement, dated as of August 1, 2017 (as the same has been or may be amended, restated, supplemented or modified from time to time, the "Security Agreement"), in favor of Administrative Agent for the benefit of the Secured Parties, 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 first priority Liens on the Collateral in favor of Administrative Agent, for its benefit and the benefit of the Secured Parties, 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 the Secured Parties to make the Loans under the Credit Agreement and to extend other credit and financial accommodations under the Loan Documents and any Bank Product Agreements, each Grantor hereby agrees with Administrative Agent, for its benefit and the benefit of the Secured Parties, 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(d) hereof.

"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 Credit Agreement and, to the extent not otherwise defined in the Credit Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, terms as defined herein shall control. 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. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or any other Loan Document, as applicable), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. This Agreement is a Loan Document.

2. GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. To secure payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for the benefit of Administrative Agent and the other Secured Parties, 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) all United States copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(b) all United States trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);

(c) all United States patents and patent applications and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit C hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all rights

corresponding thereto throughout the world (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; and

(e) all Proceeds of any of the foregoing;

provided, however, notwithstanding anything herein to the contrary, the “Collateral” shall not include the Excluded Assets (as such term is defined in the Security Agreement).

2.2. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Administrative Agent in the Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent 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 Grantors, Administrative Agent and the Secured Parties and their respective 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 Administrative Agent.

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. Entire Agreement. This Agreement, the Credit Agreement, and the other Loan Documents embody the entire agreement and understanding between Grantors and Administrative Agent relating to the Collateral and supersede all prior agreements and understandings between any Grantor and Administrative Agent relating to the Collateral.

3.4. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by each Grantor and Administrative Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

3.5. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS.**

3.6. **NO ORAL AGREEMENTS. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS,**

REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.


[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:

ALLIANCE SPORTS GROUP, L. P.,
a Texas limited partnership

By: Bollinger Operating Corp.,
its general partner

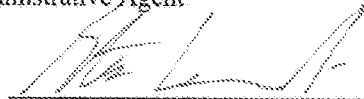
By: 

Michael D. Bornitz
Vice President

ADMINISTRATIVE AGENT:

PROSPERITY BANK,
successor by merger to LegacyTexas Bank,
as Administrative Agent

By:



Steve Lombardi
Senior Vice President

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

TRADEMARKS

Trade mark	Goods	App. or Reg. No.	Filing Date
"Thaw"	Heated insoles for footwear; heated hand warmers; heated seat cushions; heated folding chairs; heated clothing; heated pads for sleeping while camping; heated pads for use by dogs; all of the foregoing being operated by electric batteries and not being used for medical purposes	Ser. 90/197,986	September 21, 2020
"Personal Warmth Reinvented"	Heated insoles for footwear; heated hand warmers; heated seat cushions; heated folding chairs; heated clothing; heated pads for sleeping while camping; heated pads for use by dogs; all of the foregoing being operated by electric batteries and not being used for medical purposes	Ser. 90/198,013	September 21, 2020

EXHIBIT C

PATENTS

None.