

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616046

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SFI Sports, LLC		12/12/2020	Limited Liability Company: NEVADA
Concourse Sports, LLC		12/12/2020	Limited Liability Company: NEVADA
Concourse Team Express LLC		12/12/2020	Limited Liability Company: DELAWARE
The Ozark Source, LLC		12/12/2020	Limited Liability Company: NEVADA
KPO, LLC		12/12/2020	Limited Liability Company: NEVADA
Rose Sports, LLC		12/12/2020	Limited Liability Company: DELAWARE
SC Sports, LLC		12/12/2020	Limited Liability Company: DELAWARE
ROS, LLC		12/12/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MRV Banks
Street Address:	1319 N. Truman Boulevard
City:	Festus
State/Country:	MISSOURI
Postal Code:	63028
Entity Type:	Chartered Bank: MISSOURI

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	4553157	FA
Registration Number:	4549148	TE
Registration Number:	4553156	BE
Registration Number:	4300711	VOLLEYBALL AMERICA
Registration Number:	4300709	SOCCER TEAM EXPRESS
Registration Number:	4300708	FOOTBALL AMERICA
Registration Number:	4300707	BASKETBALL EXPRESS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4300706	BASEBALL EXPRESS
Registration Number:	3783880	FOOTBALL AMERICA
Registration Number:	3588449	BASKETBALL EXPRESS
Registration Number:	3441486	ALL SPORTS ALL THE TIME
Registration Number:	2618442	TEAM EXPRESS
Registration Number:	1933884	BASEBALL EXPRESS

CORRESPONDENCE DATA

Fax Number: 8164743216
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: 816-474-8100
Email: sfaction@spencerfane.com
Correspondent Name: Kevin Tuttle/SPENCER FANE LLP
Address Line 1: 1000 Walnut Street
Address Line 2: Suite 1400
Address Line 4: Kansas City, MISSOURI 64106-2140

ATTORNEY DOCKET NUMBER:	5500092-4 KCY
NAME OF SUBMITTER:	Kevin S. Tuttle
SIGNATURE:	/Kevin S. Tuttle/
DATE SIGNED:	12/22/2020

Total Attachments: 13
source=003 MRV Banks Concourse Holdings Intellectual Property Security Agreement#page1.tif
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “IP Security Agreement”) is made as of December 12, 2020, among SFI SPORTS, LLC, a Nevada limited liability company, CONCOURSE SPORTS, LLC, a Nevada limited liability company, CONCOURSE TEAM EXPRESS LLC, a Delaware limited liability company, THE OZARK SOURCE, LLC, a Nevada limited liability company, KPO, LLC, a Nevada limited liability company, ROSE SPORTS, LLC, a Delaware limited liability company, SC SPORTS, LLC, a Delaware limited liability company, and ROS, LLC, a Delaware limited liability company (individually and collectively, the “Grantor”) and MRV BANKS, a Missouri state-chartered bank (together with its successors and assigns, the “Lender”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS:

A. Pursuant to that certain Loan and Security Agreement dated as of the date hereof, between Grantor and Lender (as amended, supplemented or otherwise modified from time to time, the “Loan Agreement”), Lender has agreed, subject to the terms and conditions set forth therein, to make a term loan to Grantor.

B. It is a condition precedent to the obligation of Lender to execute and perform under the Loan Agreement that Grantor executes and delivers this IP Security Agreement to Lender;

NOW, THEREFORE, in consideration of the willingness of Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to continue to make the loans to Grantor pursuant to the Loan Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all Obligations under the Loan Agreement, Grantor hereby grants to Lender a continuing security interest in all of the right, title and interest of Grantor in and to all Intellectual Property rights held by Grantor, including without limitation, the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property and any Excluded Property (the “IP Collateral”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S. and foreign trademark and service mark registrations, trademark and service mark applications, and unregistered tradenames and trademarks, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances, continuations, continuations in-part and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Lender in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, Grantor shall, upon request, execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to Lender.

4. After-acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, Grantor shall obtain any right, title or interest in or to any other or new Copyrights, Patents or Trademarks, or become entitled to the benefit of any other or new Copyrights, Patents or Trademarks, the provisions of this IP Security Agreement shall automatically apply thereto and Grantor shall give notice thereof in writing to Lender within thirty (30) days after the end of each fiscal year of Grantor during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to Lender such documents or instruments as Lender may reasonably request further to implement, preserve or evidence Lender's interest therein.

5. Power of Attorney. Grantor hereby irrevocably grants to Lender a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of Grantor, from time to time in Lender's discretion, to take any action and to execute any instrument that Lender may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of Lender without first obtaining any Grantor's approval thereof or signature thereto), but after providing notice to Grantor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by Grantor after the execution hereof or to delete any reference to any IP Collateral in which Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of Lender without first obtaining Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect Lender's interest or Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Copyright Office, the United States

Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, Lender will not take any actions which result in an assignment or transfer of title of such IP Collateral to Lender. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, Lender shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with Grantor's attorney of record before the United States Patent and Trademark Office;

(c) To execute any document required to acknowledge, register or perfect the interest of Lender in any part of the IP Collateral without the signature of Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as Lender deems to be in the best interest of Lender in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement has been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all Obligations secured hereby unconditionally and indefeasibly and (b) the termination of the Loan Agreement (except for any obligations designated thereunder as continuing on an unsecured basis). Upon any such termination, Lender (at Grantor's request and sole expense) will promptly execute and deliver to Grantor (with such customary representations and warranties from a secured Lender releasing its lien as Grantor may reasonably request) such documents as Grantor may reasonably request and as are provided to Lender to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to Lender under the Loan Agreement. The rights and remedies of Grantor and Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the Loan Documents, the provisions of the Loan Agreement or the Loan Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

8. Governing Law; Venue.

(a) THIS IP SECURITY AGREEMENT, THE INTERPRETATION AND CONSTRUCTION OF THIS IP SECURITY AGREEMENT AND OF ANY PROVISION OF THIS IP SECURITY AGREEMENT AND OF ANY ISSUE RELATING TO THE TRANSACTIONS CONTEMPLATED BY THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI NOT INCLUDING CONFLICTS OF LAWS RULES.

(b) ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF MISSOURI OR OF THE UNITED STATES OF AMERICA FOR THE EASTERN DISTRICT OF MISSOURI, AND BY EXECUTION AND DELIVERY OF THIS IP SECURITY AGREEMENT, EACH OF GRANTOR AND LENDER CONSENTS TO THE NON-EXCLUSIVE JURISDICTION OF THOSE COURTS. EACH OF GRANTOR AND LENDER IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO VENUE ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH IT MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH JURISDICTION. NOTWITHSTANDING THE FOREGOING, LENDER SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION LENDER DEEMS NECESSARY OR APPROPRIATE IN ORDER TO EXERCISE REMEDIES WITH RESPECT TO THE COLLATERAL.

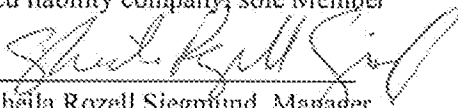
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

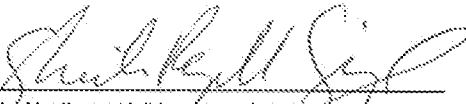
SFI SPORTS, LLC,
a Nevada limited liability company

By: Concourse Holdings LLC, a Delaware
limited liability company, sole Member

By: 
Sheila Rozell Siegmund, Manager

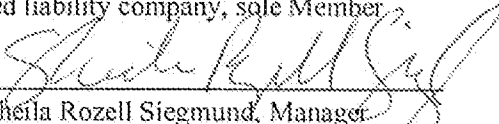
CONCOURSE SPORTS, LLC,
a Nevada limited liability company

By: Concourse Holdings LLC, a Delaware
limited liability company, sole Member

By: 
Sheila Rozell Siegmund, Manager

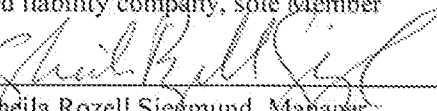
CONCOURSE TEAM EXPRESS LLC,
a Delaware limited liability company

By: Concourse Holdings LLC, a Delaware
limited liability company, sole Member

By: 
Sheila Rozell Siegmund, Manager

THE OZARK SOURCE, LLC,
a Nevada limited liability company

By: Concourse Holdings LLC, a Delaware
limited liability company, sole Member

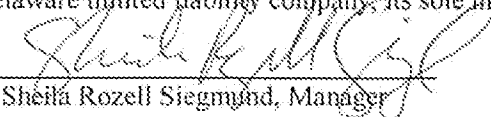
By: 
Sheila Rozell Siegmund, Manager

(Signature Page to Intellectual Property Security Agreement)

KPO, LLC,
a Nevada limited liability company

By: Concourse Sports, LLC,
a Nevada limited liability company, its sole member

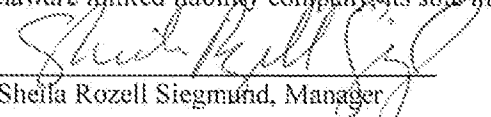
By: Concourse Holdings LLC,
a Delaware limited liability company, its sole member

By: 
Sheila Rozell Siegmund, Manager

ROSE SPORTS, LLC,
a Delaware limited liability company

By: Concourse Sports, LLC,
a Nevada limited liability company, its sole member

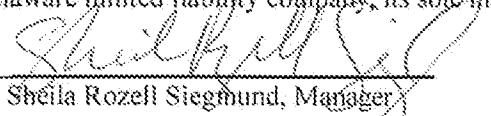
By: Concourse Holdings LLC,
a Delaware limited liability company, its sole member

By: 
Sheila Rozell Siegmund, Manager

SC SPORTS, LLC,
a Delaware limited liability company

By: Concourse Sports, LLC,
a Nevada limited liability company, its sole member

By: Concourse Holdings LLC,
a Delaware limited liability company, its sole member

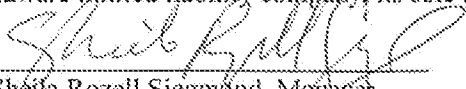
By: 
Sheila Rozell Siegmund, Manager

(Signature Page to Intellectual Property Security Agreement)

ROS, LLC,
a Delaware limited liability company

By: Concourse Sports, LLC,
a Nevada limited liability company, its sole member

By: Concourse Holdings LLC,
a Delaware limited liability company, its sole member

By: 

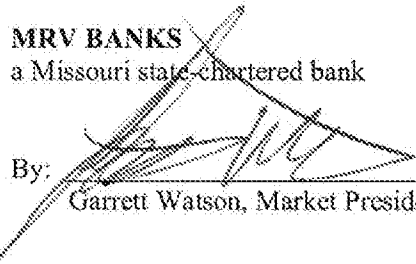
Sheifa Rozell Siegmund, Manager

(Signature Page to Intellectual Property Security Agreement)

TRADEMARK
REEL: 007142 FRAME: 0924

LENDER:

MRV BANKS
a Missouri state-chartered bank

By: 
Garrett Watson, Market President

(Signature Page to Intellectual Property Security Agreement)

SCHEDULE A

COPYRIGHT COLLATERAL

None

SCHEDULE B
PATENT COLLATERAL

None

(Schedule B to Intellectual Property Security Agreement)

SL 4138340.3

TRADEMARK
REEL: 007142 FRAME: 0927

SCHEDULE C
TRADEMARK COLLATERAL

The following registered trademarks are owned by Concourse Team Express LLC:

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
	4553157	06/17/2014
	4549148	06/10/2014
	4553156	06/17/2014
	4300711	03/12/2013
	4300709	03/12/2013
	4300708	03/12/2013
	4300707	03/12/2013
	4300706	03/12/2013
FOOTBALL AMERICA	3783880	05/04/2010
BASKETBALL EXPRESS	3588449	03/10/2009
ALL SPORTS ALL THE TIME	3441486	06/03/2008
TEAM EXPRESS	2618442	09/10/2002
BASEBALL EXPRESS	1933884	11/7/1995

(Schedule C to Intellectual Property Security Agreement)

SL 4138340.3

TRADEMARK
REEL: 007142 FRAME: 0928

SCHEDULE D

DOMAIN NAMES

The following domain names are owned by Concourse Team Express LLC:

basketballexp.com	expressleagues.com	shoplacrosseexpress.com
teamexpressorders.com	expressteams.com	shoplacrosseexpress.net
allballbats.com	fanshopamerica.com	shoplacrosseexpress.org
allballgloves.com	fanshopamerica.net	shoptegolf.com
bargainbullpen.biz	fanwearexpress.biz	shoptegolf.net
bargainbullpen.com	fanwearexpress.com	shoptegolf.org
bargainbullpen.net	fanwearexpress.net	shoptelacrosse.com
bargainbullpen.org	fanwearexpress.org	shoptelacrosse.net
baseballexp.cc	fastpitchexpress.com	shoptelacrosse.org
baseballexp.com	fastpitchexpress.net	soccerteamexpress.com
baseballexp.net	footballamerica.com	softball.com
baseballexpress.com	hockeyexpress.com	softballsales.com
baseballexpress.net	impresscustom.biz	softballsales.net
basketballexpress.com	impresscustom.com	teamexpress.com
brettbats.com	impresscustom.net	teamexpress.net
brettbros.com	impresscustom.org	teamexpressgolf.com
brettperformancesport.biz	impresscustoms.biz	teamexpressgolf.net
brettperformancesport.com	impresscustoms.com	teamexpressgolf.org
brettperformancesport.net	impresscustoms.net	teamwearexpress.com
brettperformancesport.org	impresscustoms.org	teamwearexpress.net
brettperformancesports.biz	lacrosseexpress.com	teamwearexpress.org
brettperformancesports.com	lacrosseexpress.net	teb2b.biz
brettperformancesports.net	lacrosseexpress.org	teb2b.com
brettperformancesports.org	lacrossexpress.com	teb2b.net
brettpps.biz	shoes4jocks.biz	teb2b.org
brettpps.com	shoes4jocks.com	tegolffamerica.com
brettpps.net	shoes4jocks.net	tegolffamerica.net
brettpps.org	shoesforjocks.biz	tegolffamerica.org
buylax.com	shoesforjocks.com	tegolffexpress.com
buylax.net	shoesforjocks.net	tegolffexpress.net
buylax.org	shopgolfnow.biz	tegolffexpress.org
cheerleadingamerica.com	shopgolfnow.co	telacrosse.com
custometc.biz	shopgolfnow.com	telacrosse.net
custometc.com	shopgolfnow.info	telacrosse.org
custometc.net	shopgolfnow.net	totallax.com
custometc.org	shopgolfnow.org	totallax.net
customexpress.com		totallax.org
customwearexpress.biz		volleyballamerica.com
customwearexpress.com		volleyballamerica.info
customwearexpress.net		
customwearexpress.org		
express-gear.com		

(Schedule D to Intellectual Property Security Agreement)

SL 4138340.3

The following domain names are owned by Concourse Sports, LLC:

concoursesports.co
m softballfans.com
hardballfans.com
redsgear.com
bowviper.com
knifehog.com
shothawk.com
uplandgift.com
osageriver.com
ozarksource.com

(Schedule D to Intellectual Property Security Agreement)

SL 4138340.3