

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619006

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dallas Basketball Limited		01/05/2021	Limited Partnership: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	MC 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 33</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88481828	MAVS	
<b>Registration Number:</b>	5865584		
<b>Registration Number:</b>	5865522		
<b>Serial Number:</b>	87716391	MG MAVS GAMING	
<b>Serial Number:</b>	87716324	MG MAVS GAMING	
<b>Serial Number:</b>	87716376	MG MAVS GAMING	
<b>Registration Number:</b>	5868996	MG MAVS GAMING	
<b>Registration Number:</b>	4708366	DALLAS	
<b>Registration Number:</b>	3641287	MAVS	
<b>Registration Number:</b>	3277328	MAVS FOUNDATION	
<b>Registration Number:</b>	3277329		
<b>Registration Number:</b>	3100138	DALLAS MAVERICKS	
<b>Registration Number:</b>	2667279	DALLAS MAVERICKS	
<b>Registration Number:</b>	2720026	DALLAS MAVERICKS	
<b>Registration Number:</b>	2744775	DALLAS MAVERICKS	
<b>Registration Number:</b>	2701384	DALLAS MAVERICKS	
<b>Registration Number:</b>	2667278	DALLAS MAVERICKS	
<b>Registration Number:</b>	2754325	DALLAS MAVERICKS	

OP \$840.00 88481828

Property Type	Number	Word Mark
Registration Number:	2705429	DALLAS MAVERICKS
Registration Number:	2757399	DALLAS MAVERICKS
Registration Number:	3002575	CHAMP
Registration Number:	2795967	MAVERICKS
Registration Number:	3474633	M
Registration Number:	3233878	MFFL
Registration Number:	2753699	M
Registration Number:	2669933	M
Registration Number:	2759499	M
Registration Number:	3023981	M
Registration Number:	2919262	M
Registration Number:	2914753	M
Registration Number:	2811050	M
Registration Number:	1537463	M DALLAS MAVERICKS
Registration Number:	1235457	DALLAS MAVERICKS

**CORRESPONDENCE DATA**

**Fax Number:** 7349302494

*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:** 7349302488

**Email:** ipfilings@bodmanlaw.com

**Correspondent Name:** Susan M. Kornfield - Bodman PLC

**Address Line 1:** 201 South Division, Suite 400

**Address Line 4:** Ann Arbor, MICHIGAN 48104

<b>NAME OF SUBMITTER:</b>	Susan M. Kornfield
<b>SIGNATURE:</b>	/susan m. kornfield/
<b>DATE SIGNED:</b>	01/06/2021

**Total Attachments: 12**

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source=Dallas Mavericks - executed Intellectual Property Security Agreement (Trademarks)#page12.tif

## AGREEMENT

### (Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of January 5, 2021 between Dallas Basketball Limited ("Debtor") and Comerica Bank ("Secured Party").

#### WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of January 5, 2021 (as amended, restated or otherwise modified from time to time, the "Credit Agreement") by and among Dallas Basketball Limited ("Borrower") and Secured Party, the Secured Party has agreed, subject to the satisfaction of certain terms and conditions, to make Loans to the Borrower, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtor has executed and delivered that certain Pledge and Security Agreement, dated as of January 5, 2021 to the Secured Party (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Debtor is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including the initial Loan) to the Borrower pursuant to the Credit Agreement, Debtor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Secured Obligations, each Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all license agreements with any other Person in connection with any trademark of the Debtor or such other Person's names or trademarks, whether a Debtor is a licensor or a licensee under any such license agreement, including, without limitation, any license agreements relating to a trademark listed on Schedule 1.1 hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, and to sell and advertise for sale, all inventory now or hereafter covered by such licenses;

(b) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified on *Schedule 1.1* attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all trademark licenses entered into in connection therewith, and damages and payments for past or future infringements thereof) and (c) all rights corresponding thereto and all other rights of any kind whatsoever of a Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtor against third parties for past, present, or future infringement or dilution of any trademark, trademark registration, or trademark license, including any trademark, trademark registration or trademark license referred to in Schedule 1.1 attached hereto, or for any injury to the goodwill associated with the use of any trademark or for breach or enforcement of any trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Security Agreement as security for the discharge and performance of the Secured Obligations. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

*[Remainder of page intentionally left blank. Signatures appear on the following page.]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**DALLAS BASKETBALL LIMITED**, a Texas limited partnership

By: Radical Mavericks Management, LLC, a Texas limited liability company, general partner

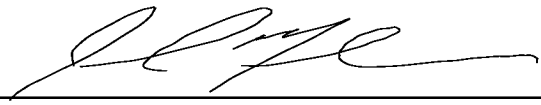
By: 

Name: Robert Hart

Title: Senior Executive Vice President





SECURED PARTY:

**COMERICA BANK**



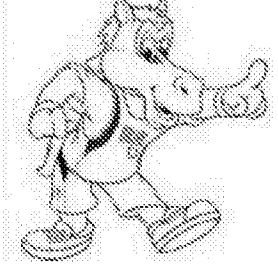
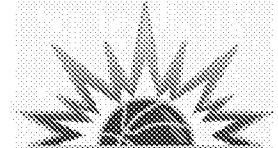
By:   
Name: Joel Makolin  
Title: Vice President





**SCHEDULE 1.1**





**TRADEMARK COLLATERAL**


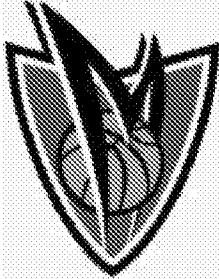
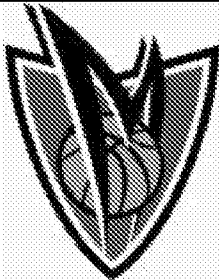

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
MAVS	88/481828	6/20/19	n/a	n/a	Dallas Basketball Limited (a Texas limited partnership)
	88/057559	7/30/18	5,865,584	9/24/19	Dallas Basketball Limited (a Texas limited partnership)
	88/050610	7/24/18	5,865,522	9/24/19	Dallas Basketball Limited (a Texas limited partnership)
	87/716391	12/11/17	n/a	n/a	Dallas Basketball Limited (a Texas limited partnership)
	87/716324	12/11/17	n/a	n/a	Dallas Basketball Limited (a Texas limited partnership)









Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	87/716376	12/11/17	n/a	n/a	Dallas Basketball Limited (a Texas limited partnership)
	87/716399	12/11/17	5,868,996	9/24/19	Dallas Basketball Limited (a Texas limited partnership)
	86/394650	9/15/14	4,708,366	3/24/15	Dallas Basketball Limited (a Texas limited partnership)
MAVS	78/836556	3/14/06	3,641,287	6/16/09	Dallas Basketball Limited (a Texas limited partnership)
MAVS FOUNDATION	78/710210	9/9/05	3,277,328	8/7/07	Dallas Basketball Limited (a Texas limited partnership)
	78/710223	9/9/05	3,277,329	8/7/07	Dallas Basketball Limited (a Texas limited partnership)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
DALLAS MAVERICKS	78/506896	10/27/04	3,100,138	6/6/06	Dallas Basketball Limited (a Texas limited partnership)
	78/022116	8/21/00	2,667,279	12/24/02	Dallas Basketball Limited (a Texas partnership)
	78/022105	8/21/00	2,720,026	5/27/03	Dallas Basketball Limited (a Texas partnership)
	78/022091	8/21/00	2,744,775	7/29/03	Dallas Basketball Limited (a Texas partnership)
	78/022083	8/21/00	2,701,384	3/25/03	Dallas Basketball Limited (a Texas partnership)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	78/022078	8/21/00	2,667,278	12/24/02	Dallas Basketball Limited (a Texas partnership)
	78/022073	8/21/00	2,754,325	8/19/03	Dallas Basketball Limited (a Texas partnership)
	78/022070	8/21/00	2,705,429	4/8/03	Dallas Basketball Limited (a Texas partnership)
	78/022054	8/21/00	2,757,399	8/26/03	Dallas Basketball Limited (a Texas partnership)
CHAMP	78/220795	3/3/03	3,002,575	9/27/05	Dallas Basketball Limited (a Texas partnership)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	78/021922	8/18/00	2,795,967	12/16/03	Dallas Basketball Limited (a Texas partnership)
	77/128256	3/12/07	3,474,633	7/29/08	Dallas Basketball Limited (a Texas limited partnership)
MFFL	76/574936	2/9/04	3,233,878	4/24/07	Dallas Basketball Limited (a Texas limited partnership)
	76/168671	11/14/00	2,753,699	8/19/03	Dallas Basketball Limited (a Texas limited partnership)
	76/168669	11/14/00	2,669,933	12/31/02	Dallas Basketball Limited (a Texas limited partnership)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	76/168667	11/14/00	2,759,499	9/2/03	Dallas Basketball Limited (a Texas partnership)
	76/168816	11/14/00	3,023,981	12/6/05	Dallas Basketball Limited (a Texas partnership)
	76/168821	11/14/00	2,919,262	1/18/05	Dallas Basketball Limited (a Texas partnership)
	76/168822	11/14/00	2,914,753	12/28/04	Dallas Basketball Limited (a Texas partnership)
	76/168818	11/14/00	2,811,050	2/3/04	Dallas Basketball Limited (a Texas partnership)

Mark	App. No.	Filing Date	Reg. No.	Reg. Date	Owner
	73/734464	6/15/88	1,537,463	5/2/89	Dallas Basketball Limited (a Texas limited partnership)
DALLAS MAVERICKS	73/290073	12/17/80	1,235,457	4/19/83	Dallas Basketball Limited (a Texas limited partnership)