

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM622043

<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>
DRUG FREE SPORT, LLC		12/10/2020	Limited Liability Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WOODFOREST NATIONAL BANK		
<b>Street Address:</b>	300 Crescent Court		
<b>Internal Address:</b>	Suite 1130		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3122703	THE NATIONAL CENTER FOR DRUG FREE SPORT	
<b>Registration Number:</b>	4686890	DRUG FREE SPORT	
<b>Registration Number:</b>	5125243	DRUG FREE SPORT AXIS	
<b>Registration Number:</b>	3739237	SECURE COLLECTION AUTOMATED NETWORK	
<b>Registration Number:</b>	2782884	SCAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	sdavar@grayreed.com		
<b>Correspondent Name:</b>	Shanna Davar		
<b>Address Line 1:</b>	1300 Post Oak Blvd.		
<b>Address Line 2:</b>	SUITE 2000		
<b>Address Line 4:</b>	Houston, TEXAS 77056		
<b>NAME OF SUBMITTER:</b>	Shanna Davar		
<b>SIGNATURE:</b>	/s/ Shanna Davar		
<b>DATE SIGNED:</b>	01/25/2021		
<b>Total Attachments: 4</b>			

OP \$140.00 3122703

source=IP Security Agreement [RLOC]#page1.tif  
source=IP Security Agreement [RLOC]#page2.tif  
source=IP Security Agreement [RLOC]#page3.tif  
source=IP Security Agreement [RLOC]#page4.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 10<sup>th</sup> day of December, 2020, by DRUG FREE SPORT, LLC, a Delaware limited liability company, having a place of business at 2357 Madison Ave., Kansas City, Missouri 64108 ("Grantor"), in favor of WOODFOREST NATIONAL BANK, a national banking association, having a place of business at 300 Crescent Court, Suite 1130, Dallas, Texas 75201 ("Lender").

WHEREAS, Grantor owns the Trademarks and Trademark Applications (collectively, the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor, each of the other Persons (as defined in the Loan Agreement) party thereto, and Lender have entered into that certain Loan Agreement [RLOC] dated as of December 10, 2020 (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Loan Agreement");

WHEREAS, pursuant to the terms of that certain Security Agreement, Pledge and Collateral Assignment dated as of December 10, 2020, by and among Grantor, each of the other Persons party thereto, and Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Grantor does hereby grant to Lender a first priority security interest (which Liens (as defined in the Loan Agreement) shall be shared *pari passu* with other Liens in favor of Lender) in the following property, wherever arising or located (collectively, the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Loan Document (as defined in the Loan Agreement) to the contrary, "IP Collateral" shall not include any "intent to use" trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law. Lender, by its acceptance hereof, covenants and agrees that all Liens granted to Lender under this Agreement shall be, and at all times remain, held in *pari passu* priority vis a vis all other Liens held by Lender securing the MSPLF Facilities (as defined in the Loan Agreement).

2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Loan Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Texas as in effect from time to time.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

DRUG FREE SPORT, LLC

By: 

Chris Guinty

President and Chief Executive Officer

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 007168 FRAME: 0208**

SCHEDULE A

<b>Registered Trademarks</b>					
<b>Country</b>	<b>Word Mark</b>	<b>Owner</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
USA	THE NATIONAL CENTER FOR DRUG FREE SPORT	Drug Free Sport, LLC	78473275	3122703	08/01/2006
USA	DRUG FREE SPORT	Drug Free Sport, LLC	86135960	4686890	02/17/2015
USA	DRUG FREE SPORT AXIS	Drug Free Sport, LLC	86708653	5125243	01/17/2017
USA	SECURE COLLECTION AUTOMATED NETWORK	Drug Free Sport, LLC	77742458	3739237	01/19/2010
USA	SCAN	Drug Free Sport, LLC	76393843	2782884	11/11/2003