

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725641

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kemper Sports Management, LLC		05/04/2022	Limited Liability Company: DELAWARE
KemperLesnik Communications, LLC		05/04/2022	Limited Liability Company: ILLINOIS
Glenview Golf Course, L.L.C.		05/04/2022	Limited Liability Company: DELAWARE
Whiskey Creek Golf Course, L.L.C.		05/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Administrative Agent and Collateral Agent		
Street Address:	111 W. Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60622		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	2560444	ALL GOLF	
Registration Number:	3682929	BASKETBALL IN PARADISE	
Registration Number:	5392632	CHICAGO LEGENDS	
Registration Number:	2608279	GOLF FOR EVERYONE ALLGOLF	
Registration Number:	3644536	GREEN TO A TEE	
Registration Number:	3453763	INSIDE THE ROPES	
Registration Number:	4350890	KEMPERCOLLECTION	
Registration Number:	4008372	KEMPERLESNIK	
Registration Number:	3862594	KEMPERSPORTS	
Registration Number:	3862593	KEMPERSPORTS	
Registration Number:	3088966	NAPERVILLE WINE FESTIVAL	
Registration Number:	1812572	ROYAL MELBOURNE	
Registration Number:	2559868	THE GLEN CLUB	
Registration Number:	2492786	WHISKEY CREEK	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	3102421	WINDY CITY WINE FESTIVAL
Registration Number:	3971636	MAUI INVITATIONAL
Registration Number:	4049972	MAUI INVITATIONAL
Registration Number:	2169315	MAUI INVITATIONAL
Registration Number:	3682931	SUN, SURF & HOOPS

CORRESPONDENCE DATA

Fax Number: 2123548113

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.

Email: iprecordations@whitecase.com

Correspondent Name: Sydney Crute

Address Line 1: 1221 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	1785638-0153-CZ49
NAME OF SUBMITTER:	Sydney Crute
SIGNATURE:	/Sydney Crute/
DATE SIGNED:	05/04/2022

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 4, 2022, by each of the undersigned (collectively, the “Grantors” and each a “Grantor”), in favor of BMO HARRIS BANK N.A., as administrative agent and collateral agent for the Lenders (in such capacities, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Loan Agreement (as amended, restated, amended and restated, extended, supplemented or otherwise modified in writing from time to time, the “Loan Agreement”), dated as of May 4, 2022 and entered into among Kemper Sports Management Holdings, LLC, a Delaware limited liability company (“KSMH”, and initially, on the Closing Date and prior to the consummation of the Acquisition, “Initial Borrower”, and a “Borrower” thereunder, and immediately on and following the consummation of the Acquisition, “Holdings”), Kemper Sports Management, LLC, a Delaware limited liability company (“Kemper”, and on the Closing Date and upon the consummation of the Acquisition, a “Borrower” thereunder and together with any other Person who becomes a “Borrower” thereunder after the Closing Date with Agent’s consent, each a “Borrower” and collectively, the “Borrowers”), the other Loan Parties (as defined in the Loan Agreement) from time to time party thereto, the Lenders from time to time party thereto and Agent, the Lenders have agreed to make Loans and provide other financial accommodations upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Grantor is required to execute and deliver to Agent, for the benefit of itself and the Secured Parties, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. Unless otherwise noted, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement, and this Agreement shall be subject to the rules of construction set forth in Section 1 of the Loan Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for the benefit of itself and the Secured Parties, a security interest in all of such Grantor's rights, title and interests in, to and under the following, whether now owned or presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”): all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, (i) the registrations and applications listed on Schedule I attached hereto, (ii) all extensions of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for

any injury to goodwill and (v) subject to the Loan Agreement, all products and proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit.

Notwithstanding the foregoing, the security interest granted herein shall not include any Excluded Property (as defined in the Security Agreement), including, without limitation, any “intent to use” applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office pursuant to 15 U.S.C. Section 1060(a) (or any successor provision); provided that, upon such acceptance, such intent-to-use trademark application shall automatically be considered Trademark Collateral.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

4. REPRESENTATIONS AND WARRANTIES. Each Grantor hereby represents and warrants that the trademarks and trademark applications listed on Schedule I attached hereto constitute all U.S. federally registered trademarks and trademark applications registered to such Grantor as of the date of this Agreement.

5. COUNTERPARTS. This Agreement (and any amendments, waivers, consents, or supplements hereto) may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

6. GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING GOVERNING LAW, JURISDICTION AND WAIVER OF JURY TRIAL SET FORTH IN SECTIONS 10.13, 10.14 AND 10.17 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Grantors have caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

**KEMPER SPORTS MANAGEMENT, LLC
KEMPERLESNIK COMMUNICATIONS, LLC
GLENVIEW GOLF COURSE, L.L.C.
WHISKEY CREEK GOLF COURSE, L.L.C.**

By: 

Name: Steven Skinner

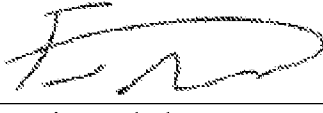
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007711 FRAME: 0867**

ACCEPTED AND ACKNOWLEDGED BY:

BMO HARRIS BANK N.A.,
as Agent

By:  _____

Name: Eric Teubel
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark	Appli cation No.	Filin g Date	Regist ration No.	Registr ation Date	Owner/Assignee Name
ALL GOLF	78/021 834	18- Aug- 2000	25604 44	09- Apr- 2002	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
BASKETBALL IN PARADISE	77/681 478	02- Mar- 2009	36829 29	15- Sep- 2009	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
CHICAGO LEGENDS	87/211 656	21- Oct- 2016	53926 32	30- Jan- 2018	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
GOLF FOR EVERYONE ALLGOLF and Design	78/029 102	04- Oct- 2000	26082 79	13- Aug- 2002	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
GREEN TO A TEE	77/424 060	17- Mar- 2008	36445 36	23- Jun- 2009	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
INSIDE THE ROPES	78/820 506	22- Feb- 2006	34537 63	24- Jun- 2008	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
KEMPERCOLLEC TION	85/431 543	26- Sep- 2011	43508 90	11- Jun- 2013	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
KEMPERLESNIK	85/064 595	16- Jun- 2010	40083 72	09- Aug- 2011	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
KEMPERSPORTS	77/760 182	15- Jun- 2009	38625 94	19- Oct- 2010	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
KEMPERSPORTS and Design	77/759 869	15- Jun- 2009	38625 93	19- Oct- 2010	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)

[Signature Page to Trademark Security Agreement]

NAPERVILLE WINE FESTIVAL	78642 881	03- Jun- 2005	30889 66	02- May- 2006	KemperLesnik Communications, LLC (f/k/a KemperLesnik Communications, Inc)
ROYAL MELBOURNE	74/004 462	22- Nov- 1989	18125 72	21- Dec- 1993	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
THE GLEN CLUB	75/930 686	28- Feb- 2000	25598 68	09- Apr- 2002	GLENVIEW GOLF COURSE, L.L.C.
WHISKEY CREEK	78025 769	13- Sep- 2000	24927 86	25- Sep- 2001	Whisky Creek Golf Course, L.L.C.
WINDY CITY WINE FESTIVAL	78560 944	04- Feb- 2005	31024 21	06- Jun- 2006	KemperLesnik Communications, LLC (f/k/a KemperLesnik Communications, Inc.)
MAUI INVITATIONAL	77981 685	19- Feb- 2010	39716 36	31- May 2011	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)
MAUI INVITATIONAL	77940 282	19- Feb- 2010	40499 72	01- Nov- 2011	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)
MAUI INVITATIONAL	75271 362	08- Apr- 1997	21693 15	30-Jun- 1998	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)
SUN, SURF & HOOPS	77681 497	02- Mar- 2009	36829 31	15- Sep- 2009	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)