

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM780255

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kemper Sports Management, LLC		01/12/2023	Limited Liability Company: DELAWARE
Glenview Golf Course, L.L.C.		01/12/2023	Limited Liability Company: DELAWARE
Whiskey Creek Golf Course, L.L.C.		01/12/2023	Limited Liability Company: DELAWARE
Kemper Sports Marketing, LLC		01/12/2023	Limited Liability Company: ILLINOIS
Stillwater Preserve Development, LLC		01/12/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CCP Agency, LLC, as Agent		
Street Address:	360 S. Rosemary Ave., Suite1700		
City:	West Palm Beach		
State/Country:	FLORIDA		
Postal Code:	33401		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 25			
Property Type	Number	Word Mark	
Registration Number:	5392632	CHICAGO LEGENDS	
Registration Number:	4350890	KEMPERCOLLECTION	
Registration Number:	4008372	KEMPERLESNIK	
Registration Number:	3453763	INSIDE THE ROPES	
Registration Number:	2560444	ALL GOLF	
Registration Number:	2608279	GOLF FOR EVERYONE ALLGOLF	
Registration Number:	3862594	KEMPERSPORTS	
Registration Number:	3862593	KEMPERSPORTS	
Registration Number:	3926413	TRUESERVICE	
Registration Number:	3644536	GREEN TO A TEE	
Registration Number:	1812572	ROYAL MELBOURNE	
Registration Number:	2559868	THE GLEN CLUB	

OP \$640.00 5392632

Property Type	Number	Word Mark
Registration Number:	2492786	WHISKEY CREEK
Registration Number:	3971636	MAUI INVITATIONAL
Registration Number:	4049972	MAUI INVITATIONAL
Registration Number:	3682931	SUN, SURF & HOOPS
Registration Number:	3682929	BASKETBALL IN PARADISE
Registration Number:	2169315	MAUI INVITATIONAL
Registration Number:	3088966	NAPERVILLE WINE FESTIVAL
Registration Number:	3102421	WINDY CITY WINE FESTIVAL
Registration Number:	6856137	LITTLE PAYNE CREEK LAGER
Registration Number:	3991239	STREAMSONG
Registration Number:	3987295	S STREAMSONG RESORT · GOLF · SPA
Registration Number:	5647750	S
Registration Number:	5783273	S

CORRESPONDENCE DATA

Fax Number: 3128637867

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: 3128637267

Email: jaclyn.di.grande@goldbergkohn.com

Correspondent Name: Jaclyn Di Grande - Paralegal

Address Line 1: Goldberg Kohn Ltd.

Address Line 2: 55 E Monroe St., Ste 3300

Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 6913.120

NAME OF SUBMITTER: Jaclyn Di Grande

SIGNATURE: /jaclyn di grande/

DATE SIGNED: 01/12/2023

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January 12, 2023, by each of the "Grantors" signatory hereto (each, a "Grantor", and collectively, the "Grantors"), in favor of CCP Agency, LLC, a Delaware limited liability company, as Agent (as defined in the Credit Agreement, as defined below), for itself, the other Lenders (as defined in the Credit Agreement) and the other Secured Persons (as defined in the Collateral Agreement, defined below).

WITNESSETH:

WHEREAS, Kemper Sports Management, LLC, a Delaware limited liability company ("Initial Borrower"), any Subsequent Borrower (as defined in the Credit Agreement) who becomes a Borrower (as defined in the Credit Agreement) after the date hereof in accordance with the terms and conditions of the Credit Agreement (each a "Subsequent Borrower"; each Subsequent Borrower together with the Initial Borrower, collectively, the "Borrowers" and each individually, a "Borrower"), the Lenders and Agent have entered into a Credit Agreement dated as of January 12, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which provides for, among other things, for the Agent and the Lenders to make various loans and extensions of credit to the Borrowers from time to time pursuant to the terms and conditions of the Credit Agreement.

WHEREAS, each Grantor, the other grantors from time to time parties thereto, and Agent have entered into a Collateral Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), pursuant to which, among other things, each Grantor is required to secure all of the loans and extensions of credit referred to above, along with all of the other Obligations (as defined in the Credit Agreement), by granting to Agent, for the benefit of Agent, the Lenders and the other Secured Persons, liens and security interests on substantially all of each Grantor's property, whether now owned or existing or hereafter acquired or arising, including without limitation on all of the property referred to in Section 2 below; and

WHEREAS, pursuant to the Collateral Agreement, each Grantor is required to execute and deliver this Agreement to Agent.

NOW, THEREFORE, in consideration of the premises and the 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.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Collateral Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants, pledges and collaterally assigns to the Agent, for the benefit of the Secured Persons, a security interest in all of such Grantor's right, title and interest in:

(a) such Grantor's Trademarks, including, without limitation, the Trademarks set forth on Schedule A hereto, together with any reissues, continuations or extensions thereof,

and all of the goodwill of the business connected with the use of, and symbolized by, such Trademarks, and

(b) all Proceeds and products thereof, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with such Trademarks.

3. **COLLATERAL AGREEMENT.** The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to Agent, for the benefit of the Agent, the Lenders and the other Secured Persons, pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademarks and related Collateral made and granted hereby are more fully set forth in the Collateral Agreement. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall control.

4. **MODIFICATION OF AGREEMENT.** This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Collateral Agreement. Notwithstanding the foregoing, the Agent may modify this Agreement by amending Schedule A hereto to include reference to any right, title or interest in any Trademarks currently owned by any Grantor or any Trademarks acquired by any Grantor after the execution hereof or to delete any reference to any right, title or interest in any Trademarks in which any Grantor no longer has or claims any right, title or interest.

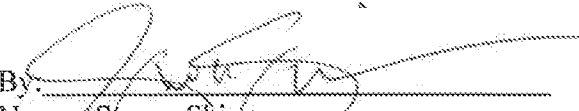
5. **COUNTERPARTS.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including, without limitation, by telecopy or electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. This Agreement may be executed by signatures (including, without limitation, electronic signatures) delivered by facsimile, electronic mail or other similar means, each of which shall be fully binding on the signing party.

6. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW). FURTHER, THE LAW OF THE STATE OF NEW YORK SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS AGREEMENT WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES (EXCEPT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAW).**


[Signature Pages Follow]

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

KEMPER SPORTS MANAGEMENT, LLC, as
Grantor

By: 
Name: Steven Skinner
Title: Chief Executive Officer

GLENVIEW GOLF COURSE, L.L.C., as
Grantor

By: 
Name: Steven Skinner
Title: Chief Executive Officer

WHISKEY CREEK GOLF COURSE, L.L.C., as
Grantor

By: 
Name: Steven Skinner
Title: Chief Executive Officer

KEMPER SPORTS MARKETING, LLC, as
Grantor

By: 
Name: Steven Skinner
Title: Chief Executive Officer

STILLWATER PRESERVE DEVELOPMENT,
LLC, as Grantor

By: 
Name: Steven Skinner
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

CCP AGENCY, LLC, as Agent

By: Comvest Capital Advisors LLC, its sole Member

By: _____
Name: Greg Reynolds
Title: Partner

DocuSigned by:
Greg Reynolds
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SCHEDULE A

Trademarks

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
CHICAGO LEGENDS	87211656	Registered	5392632	1/30/18	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
KEMPERCOLLECTION	85431543	Registered	4350890	6/11/13	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
KEMPERLESNIK	85064595	Registered	4008372	8/9/11	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
INSIDE THE ROPES	78820506	Registered	3453763	6/24/08	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
ALL GOLF	78021834	Registered	2560444	4/9/02	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
GOLF FOR EVERYONE ALLGOLF	78029102	Registered	2608279	8/13/02	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
KEMPERSPORTS	77760182	Registered	3862594	10/19/10	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
KEMPERSPORTS	77759869	Registered	3862593	10/19/10	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
TRUESERVICE	77755554	Registered	3926413	3/1/11	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
GREEN TO A TEE	77424060	Registered	3644536	6/23/09	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
ROYAL MELBOURNE	74004462	Registered	1812572	12/21/93	Kemper Sports Management, LLC (f/k/a Kemper Sports Management, Inc.)
THE GLEN CLUB	75930686	Registered	2559868	4/9/02	Glenview Golf Course, LLC
WHISKEY CREEK	78025769	Registered	2492786	9/25/01	Whiskey Creek Golf Course, L.L.C.

MARK	SERIAL NUMBER	STATUS	REGISTRATION NUMBER	REGIS. DATE	OWNER INFORMATION
MAUI INVITATIONAL	77981685	Registered	3971636	5/31/11	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)
MAUI INVITATIONAL	77940282	Registered	4049972	11/1/11	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)
SUN, SURF & HOOPS	77681497	Registered	3682931	9/15/09	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)
BASKETBALL IN PARADISE	77681478	Registered	3682929	9/15/09	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)
MAUI INVITATIONAL	75271362	Registered	2169315	6/30/98	Kemper Sports Marketing, LLC (f/k/a Kemper Sports Marketing, Inc.)
NAPERVILLE WINE FESTIVAL	78642881	Registered	3088966	5/2/06	KemperLesnik Communications, LLC (f/k/a KemperLesnik Communications, Inc.)
WINDY CITY WINE FESTIVAL	78560944	Registered	3102421	6/6/06	KemperLesnik Communications, LLC (f/k/a KemperLesnik Communications, Inc.)
LITTLE PAYNE CREEK LAGER	90857340	Registered	6856137	09/27/22	Stillwater Preserve Development, LLC
STREAMSONG	85139751	Registered	3991239	07/05/11	Stillwater Preserve Development, LLC
STREAMSONG LOGO	85173350	Registered	3987295	06/28/11	Stillwater Preserve Development, LLC
STREAMSONG LOGO	87927424	Registered	5,647,750	01/08/19	Stillwater Preserve Development, LLC
STREAMSONG LOGO	87942956	Registered	5,783,273	06/18/19	Stillwater Preserve Development, LLC

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