

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM507868

<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>
Thrustmaster of Texas, Inc.		12/31/2018	Corporation: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zions Bancorporation, N.A. dba Amegy Bank		
<b>Street Address:</b>	1717 West Loop South		
<b>City:</b>	Houston		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	77027		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1808808	THRUSTMASTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7138924800		
<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>Phone:</b>	713-892-4831		
<b>Email:</b>	tmorris@nathansommers.com		
<b>Correspondent Name:</b>	Tammy Morris		
<b>Address Line 1:</b>	2800 Post Oak Boulevard, 61st Floor		
<b>Address Line 4:</b>	Houston, TEXAS 77056		
<b>NAME OF SUBMITTER:</b>	Tammy Morris		
<b>SIGNATURE:</b>	/Tammy Morris/		
<b>DATE SIGNED:</b>	01/30/2019		
<b>Total Attachments: 4</b>			
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OP \$40.00 1808808

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT is made this 31<sup>st</sup> day of December, 2018, between THRUSTMASTER OF TEXAS, INC., a Texas corporation, having a place of business at 6900 Thrustmaster Drive, Houston, Texas 77041 ("Grantor"), and ZIONS BANCORPORATION, N.A. dba AMEGY BANK, having a place of business at 1717 West Loop South, Houston, Texas 77027 ("Lender").

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

WHEREAS, Grantor and Lender have entered into (a) that certain EXIM Guaranteed Loan Agreement dated as of May 11, 2011, between Grantor and Lender, as amended by First Amendment to EXIM Guaranteed Loan Agreement dated as of September 27, 2011, Second Amendment to EXIM Guaranteed Loan Agreement dated as of May 11, 2014, Third Amendment to EXIM Guaranteed Loan Agreement dated as of September 8, 2014, Fourth Amendment to EXIM Guaranteed Loan Agreement dated as of September 30, 2014, Fifth Amendment to EXIM Guaranteed Loan Agreement dated as of September 30, 2017, Sixth Amendment to EXIM Guaranteed Loan Agreement dated as of January 31, 2018, Seventh Amendment to EXIM Guaranteed Loan Agreement dated as of June 30, 2018, and Eighth Amendment to EXIM Guaranteed Loan Agreement dated as of December 31, 2018 (such EXIM Guaranteed Loan Agreement, as amended and as the same may be further amended, supplemented, modified or restated from time to time is referred to as the "EXIM Loan Agreement"), and (b) that certain Loan Agreement dated as of March 16, 2005, between Grantor and Lender, as amended by First Amendment to Loan Agreement dated as of April 27, 2006, Second Amendment to Loan Agreement dated as of June 9, 2006, Third Amendment to Loan Agreement dated as of March 16, 2008, Fourth Amendment to Loan Agreement dated as of September 16, 2009, Fifth Amendment to Loan Agreement dated as of March 16, 2011, Sixth Amendment to Loan Agreement dated as of August 15, 2011, Seventh Amendment to Loan Agreement dated as of September 27, 2011, Eighth Amendment to Loan Agreement dated as of December 16, 2013, Ninth Amendment to Loan Agreement dated as of May 11, 2014, Tenth Amendment to Loan Agreement dated as of September 8, 2014, Eleventh Amendment to Loan Agreement dated as of September 8, 2017, Twelfth Amendment to Loan Agreement dated as of January 31, 2018, Thirteenth Amendment to Loan Agreement dated as of June 30, 2018, and Fourteenth Amendment to Loan Agreement dated as of December 31, 2018 (such Loan Agreement, as amended and as the same may be further amended, supplemented, modified or restated from time to time is referred to as the "General Loan Agreement", and together with the EXIM Loan Agreement, collectively, the "Loan Agreements"); and

WHEREAS, pursuant to the terms of (a) that certain Security Agreement dated as of May 11, 2011, between Grantor and Lender, as amended by First Amendment to Security Agreement dated as of September 27, 2011, and Second Amendment to Security Agreement dated as of December 31, 2018 (as amended and as the same may be further amended, supplemented, modified or restated from time to time, the "EXIM Security Agreement"), and

(b) that certain Security Agreement dated as of March 16, 2005, between Grantor and Lender, as amended by First Amendment to Security Agreement dated as of April 27, 2006, Second Amendment to Security Agreement dated as of June 9, 2006, Third Amendment to Security Agreement dated as of March 16, 2008, Fourth Amendment to Security Agreement dated as of March 16, 2011, Fifth Amendment to Security Agreement dated as of September 27, 2011, and Sixth Amendment to Security Agreement dated as of December 31, 2018 (as amended and as the same may be further amended, supplemented, modified or restated from time to time, the "General Security Agreement", and together with the EXIM Security Agreement, collectively, the "Security Agreements"), Grantor has granted to Lender a security interest in all of the trademarks and trademark applications 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, or interest in or to, as collateral to secure the Obligations (as defined in each of the Security Agreements).

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 security interest in the following property, wherever arising or located (the "Trademark Collateral"): all of Grantor's right, title and interest in and to the Trademarks and Trademark Applications 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.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the Trademark Collateral made and granted herein are more fully set forth in the Loan Agreements and the Security Agreements, the terms and provisions of which are incorporated by reference herein.

*[SIGNATURE PAGE FOLLOWS]*

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

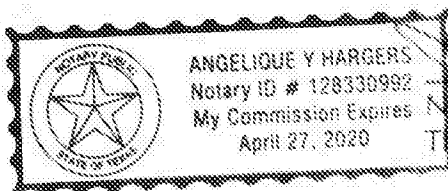
THRUSTMASTER OF TEXAS, INC.

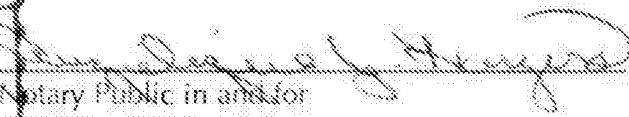
By:   
Joe R. Bekker  
President

STATE OF TEXAS            )  
  )  
COUNTY OF HARRIS        )

BEFORE ME, the undersigned authority, on this day personally appeared Joe R. Bekker, President of THRUSTMASTER OF TEXAS, INC., a Texas corporation, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 20 day of January, 2019.



  
Notary Public in and for  
The State of T E X A S

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

SCHEDULE A

Trademarks

Registered Trademarks			
Country	Trademark	Registration No.	Registration Date
USA	THRUSTMASTER	1808808	December 7, 1993

Pending Trademark Applications			
Country	Trademark	Serial No.	Filing Date
NONE	NONE	NONE	NONE