

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438169

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BOLLINGER INDUSTRIES, INC.		08/01/2017	Corporation: DELAWARE
BOLLINGER HOLDING CORP.		08/01/2017	Corporation: DELAWARE
BOLLINGER OPERATING CORP.		08/01/2017	Corporation: NEVADA
ALLIANCE SPORTS GROUP, L. P.		08/01/2017	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	CAPITAL SOUTHWEST CORPORATION, AS ADMINISTRATIVE AGENT
Street Address:	5400 LBJ Freeway
Internal Address:	Suite 1300
City:	Dallas
State/Country:	TEXAS
Postal Code:	75240
Entity Type:	Corporation: TEXAS

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	2833284	NEBO
Registration Number:	2833285	NEBO
Registration Number:	2833286	NEBO
Registration Number:	2833287	NEBO
Registration Number:	2866820	QUARROW
Registration Number:	3564168	NEBO
Registration Number:	3564312	Z-LENS
Registration Number:	3668613	TURTLE
Registration Number:	3710731	CONTINUOUS SUPREME ILLUMINATION
Registration Number:	3783395	QUARROW
Registration Number:	3785517	WEATHERRITE
Registration Number:	3792918	WHITEOUT
Registration Number:	3917865	

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3954155	BOLLINGER
Registration Number:	4019142	REDLINE
Registration Number:	4022793	BLUELINE
Registration Number:	4636869	LUMO
Registration Number:	4649581	BOLLINGER
Registration Number:	4664971	
Registration Number:	4668202	O2 BEAM
Registration Number:	4698517	EDGE
Registration Number:	4737742	LARRY
Registration Number:	4846392	IPROTEC
Registration Number:	4893230	NEBO
Registration Number:	4909002	
Registration Number:	4913961	
Registration Number:	4971319	LUCY
Serial Number:	86500027	SLYDE
Serial Number:	86500053	SLYDE
Serial Number:	86904865	TWIN PUCKS
Serial Number:	76719011	TWYST
Serial Number:	76719006	TRANSPORT
Serial Number:	86164182	SOLAIRE

CORRESPONDENCE DATA

Fax Number: 7037125050

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: 703-712-5352

Email: jmiller@mcguirewoods.com

Correspondent Name: Joyce Miller

Address Line 1: 1750 Tysons Blvd.

Address Line 2: Suite 1800

Address Line 4: Tysons, VIRGINIA 22102

NAME OF SUBMITTER:	Joyce Miller
SIGNATURE:	/Joyce Miller/
DATE SIGNED:	08/07/2017

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this “Agreement”), dated as of August 1, 2017, is entered into by BOLLINGER INDUSTRIES, INC., a Delaware corporation, BOLLINGER HOLDING CORP., a Delaware corporation, BOLLINGER OPERATING CORP., a Nevada corporation, and ALLIANCE SPORTS GROUP, L. P., a Texas limited partnership (collectively, whether one or more, as the context may require, “Borrower”) and each of the other Grantors party hereto (together with Borrower and including any permitted successors and assigns, collectively, the “Grantors” and each a “Grantor”), in favor of CAPITAL SOUTHWEST CORPORATION, as administrative agent for the benefit of each of the Secured Parties (in such capacity, “Administrative Agent”).

BACKGROUND

Borrower, the purchasers from time to time party thereto (the “Purchasers”), and Administrative Agent have entered into the Note Purchase Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the “Note Purchase Agreement”).

In connection with the Note Purchase Agreement, each Grantor has entered into that certain Security Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or modified from time to time, the “Security Agreement”), in favor of Administrative Agent for the benefit of the Secured Parties, pursuant to which each Grantor is required to execute and deliver this Agreement.

It is the intention of the parties hereto that this Agreement create Liens on the Collateral in favor of Administrative Agent, for its benefit and the benefit of the Secured Parties, securing the payment and performance of the Obligations.

AGREEMENT

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Secured Parties to purchase the Notes under the Note Purchase Agreement and to extend other credit and financial accommodations under the Loan Documents, each Grantor hereby agrees with Administrative Agent, for its benefit and the benefit of the Secured Parties, as follows:

1. DEFINITIONS; OTHER TERMS.

1.1. General Terms. For purposes of this Agreement:

“Collateral” has the meaning assigned to it by Section 2.1 hereof.

“Copyrights” has the meaning assigned to it by Section 2.1(a) hereof.

“Patents” has the meaning assigned to it by Section 2.1(d) hereof.

“Trademarks” has the meaning assigned to it by Section 2.1(b) hereof.

1.2. Other Definitional Provisions. Capitalized terms used but not otherwise defined herein have the meanings given such terms in the Note Purchase Agreement and, to the extent not otherwise defined in the Note Purchase Agreement, in the Security Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Note Purchase Agreement, terms as defined herein shall

control. Terms defined in the UCC which are not otherwise defined in this Agreement are used in this Agreement as defined in the UCC as in effect on the date hereof.

1.3. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words “include”, “includes” and “including” shall be deemed to be followed by the phrase “without limitation”. The word “will” shall be construed to have the same meaning and effect as the word “shall”. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, restated, supplemented or otherwise modified (subject to any restrictions on such amendments, restatements, supplements or modifications set forth herein or any other Loan Document, as applicable), (b) any reference herein to any Person shall be construed to include such Person’s successors and assigns, (c) the words “herein”, “hereof” and “hereunder”, and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement and (e) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights. This Agreement is a Loan Document.

2. GRANT OF SECURITY INTEREST.

2.1. Grant of Security Interest. To secure payment and performance of the Obligations, each Grantor hereby grants to Administrative Agent, for the benefit of Administrative Agent and the other Secured Parties, a security interest in all of such Grantor’s right, title and interest in and to all of its now owned or existing and hereafter acquired or arising property described as follows (collectively, the “Collateral”):

(a) all United States copyrights, including, without limitation, copyrights listed on Exhibit A hereto, and applications therefor and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all United States copyrights including, without limitation, damages and payments for past and future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Copyrights”);

(b) all United States trademarks, tradenames, service marks, trademark and service mark registrations and renewals, and trademark and service mark applications, including, without limitation, the trademarks, service marks and tradenames listed on Exhibit B hereto, and registrations and renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable under and with respect to all trademarks, tradenames and service marks including, without limitation, damages and payments for past and future infringements thereof against third parties (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the “Trademarks”);

(c) all United States patents and patent applications and the inventions and improvements described and claimed therein and trade secrets and know-how related thereto, including, without limitation, the patents and patent applications listed on Exhibit C hereto, and the re-issues, divisions, renewals, extensions and continuations-in-part thereof and all income, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof, the right to sue for past, present and future infringements thereof and all

rights corresponding thereto throughout the world (all of the foregoing being sometimes hereinafter individually and/or collectively referred to as the “Patents”);

(d) the goodwill of such Grantor’s business connected with the use of and symbolized by the Trademarks; and

(e) all Proceeds of any of the foregoing;

provided, however, notwithstanding anything herein to the contrary, the “Collateral” shall not include the Excluded Assets (as such term is defined in the Security Agreement).

2.2. Security Agreement. This Agreement has been executed and delivered by each Grantor for the purpose of registering the security interest of Administrative Agent in the Collateral with the United States Patent and Trademark Office and the United States Copyright Office. The security interest granted pursuant to this Agreement is a supplement to, and not a limitation of, the Lien granted to Administrative Agent pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to its Lien in the 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. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

3. MISCELLANEOUS

3.1. Benefit of Agreement. The terms and provisions of this Agreement shall be binding upon and inure to the benefit of Grantors, Administrative Agent and the Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign its rights or obligations under this Agreement or any interest herein without the prior written consent of Administrative Agent.

3.2. Headings. The title of and section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any of the terms and provisions of this Agreement.

3.3. Entire Agreement. This Agreement, the Note Purchase Agreement, and the other Loan Documents embody the entire agreement and understanding between Grantors and Administrative Agent relating to the Collateral and supersede all prior agreements and understandings between any Grantor and Administrative Agent relating to the Collateral.

3.4. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. This Agreement shall be effective when it has been executed by each Grantor and Administrative Agent. Further, any facsimile copy, other copy or reproduction of a signed counterpart original of this Agreement shall be as fully effective and binding as the original signed counterpart of this Agreement.

3.5. **CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF TEXAS.**

3.6. **NO ORAL AGREEMENTS. THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS REPRESENT THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES**


HERETO AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER HEREOF AND THEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSIONS OF THE PARTIES HERETO. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG THE PARTIES HERETO.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized representatives as of the date first set forth above.

GRANTORS:

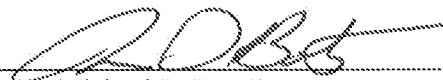
BOLLINGER INDUSTRIES, INC.,
a Delaware corporation

By: 
Name: Michael D. Bornitz
Title: Vice President

BOLLINGER HOLDING CORP.,
a Delaware corporation

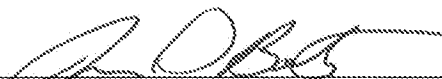
By: 
Name: Michael D. Bornitz
Title: Vice President

BOLLINGER OPERATING CORP.,
a Nevada corporation

By: 
Name: Michael D. Bornitz
Title: Vice President

ALLIANCE SPORTS GROUP, L. P.,
a Texas limited partnership

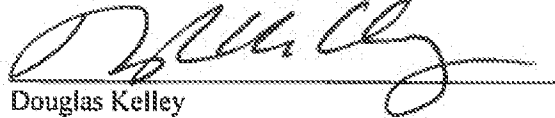
By: Bollinger Operating Corp.,
its general partner

By: 
Name: Michael D. Bornitz
Title: Vice President

ADMINISTRATIVE AGENT:

CAPITAL SOUTHWEST CORPORATION,
as Administrative Agent

By:



Douglas Kelley
Managing Director

EXHIBIT A
COPYRIGHTS

(a) U.S. COPYRIGHT REGISTRATIONS

301 BRIGHT HOLDINGS LLC: None.

BOLLINGER INDUSTRIES, INC.: None.

BOLLINGER HOLDING CORP.: None.

BOLLINGER OPERATING CORP.: None.

ALLIANCE SPORTS GROUP, L.P.:

<u>Registered Owner</u>	<u>Nature of Debtor's Interest</u>	<u>Title of Invention</u>	<u>Copyright No.</u>	<u>Issue Date</u>
1. Alliance Sports Group, LP	Owner	Camo Pattern Maple Tan	VAu 1-246-069	03/16/2016
2. Alliance Sports Group, LP	Owner	Camo Pattern Maple Green	VAu 1-246-092	03/16/2016
3. Alliance Sports Group, LP	Owner	Camo Pattern Oak	VAu- 1-246-061	03/16/2016

(b) U.S. Copyright Applications

301 BRIGHT HOLDINGS LLC: None.

BOLLINGER INDUSTRIES, INC.: None.

BOLLINGER HOLDING CORP.: None.

BOLLINGER OPERATING CORP.: None.

ALLIANCE SPORTS GROUP, L.P.: None.

EXHIBIT B
TRADEMARKS

(a) U.S. TRADEMARK REGISTRATIONS

301 BRIGHT HOLDINGS LLC: None.


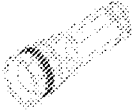
BOLLINGER INDUSTRIES, INC.: None.

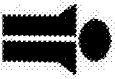

BOLLINGER HOLDING CORP.: None.

BOLLINGER OPERATING CORP.: None.

ALLIANCE SPORTS GROUP, L.P.:

<u>Registered Owner</u>	<u>Nature of Debtor's Interest</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
1. Alliance Sports Group, L.P.	Owner	NEBO Class 018	2,833,284	4/13/2004
2. Alliance Sports Group, L.P.	Owner	NEBO Class 020	2,833,285	04/13/2004
3. Alliance Sports Group, L.P.	Owner	NEBO Class 008	2,833,286	04/13/2004
4. Alliance Sports Group, L.P.	Owner	NEBO Class 009	2,833,287	4/13/2004
5. Alliance Sports Group, L.P.	Owner	QUARROW Class 028	2,866,820	7/27/2004
6. Alliance Sports Group, L.P.	Owner	NEBO Class 011	3,564,168	1/20/2009
7. Alliance Sports Group, L.P.	Owner	Z-LENS Class 009	3,564,312	1/20/2009
8. Alliance Sports Group, L.P.	Owner	TURTLE Class 008	3,668,613	8/18/2009
9. Alliance Sports Group, L.P.	Owner	CONTINUOUS SUPREME ILLUMINATION Class 011	3,710,731	11/10/2009

10. Alliance Sports Group, L.P.	Owner	QUARROW Class 008, 011, 028	3,783,395	5/4/2010
11. Alliance Sports Group, L.P.	Owner	WEATHERRITE Class 018, 020, 022, 025	3,785,517	5/4/2010
12. Alliance Sports Group, L.P.	Owner	WHITEOUT Class 011	3,792,918	5/25/2010
13. Alliance Sports Group, L.P.	Owner	Class 035	3,917,865	2/8/2011
				
14. Alliance Sports Group, L.P.	Owner	BOLLINGER Class 028	3,954,155	5/3/2011
15. Alliance Sports Group, L.P.	Owner	REDLINE Class 011	4,019,142	8/30/2011
16. Alliance Sports Group, L.P.	Owner	BLUELINE Class 011	4,022,793	9/6/2011
20. Alliance Sports Group, L.P.	Owner	LUMO Class 011	4,636,869	11/11/2014
21. Alliance Sports Group, L.P.	Owner	BOLLINGER Class 028	4,649,581	12/2/2014
22. Alliance Sports Group, L.P.	Owner	Class 011	4,664,971	12/30/2014
				
23. Alliance Sports Group, L.P.	Owner	O2 BEAM Class 011	4,668,202	1/6/2015
24. Alliance Sports Group, L.P.	Owner	EDGE Class 011	4,698,517	3/10/2015
25. Alliance Sports Group, L.P.	Owner	LARRY Class 011	4,737,742	5/19/2015
26. Alliance Sports Group, L.P.	Owner	IPROTEC Class 011	4,846,392	11/3/2015

27. Alliance Sports Group, L.P.	Owner	NEBO Class 025	4,893,230	1/26/2016
28. Alliance Sports Group, L.P.	Owner	Class 025 	4,909,002	3/1/2016
29. Alliance Sports Group, L.P.	Owner	Class 028 	4,913,961	3/8/2016
30. Alliance Sports Group, L.P.	Owner	LUCY Class 011	4,971,319	6/7/2016

(b) U.S. TRADEMARK APPLICATIONS

301 BRIGHT HOLDINGS LLC: None.

BOLLINGER INDUSTRIES, INC.: None.

BOLLINGER HOLDING CORP.: None.

BOLLINGER OPERATING CORP.: None.

ALLIANCE SPORTS GROUP, L.P.:

<u>Registered Owner</u>	<u>Nature of Debtor's Interest</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Date of Application</u>
1. Alliance Sports Group, L.P.	Owner	SLYDE Class 011	86/500,027	1/9/2015

2. Alliance Sports Group, L.P.	Owner	Class 011 SLYDE	86/500,053	1/9/2015
3. Alliance Sports Group, L.P.	Owner	TWIN PUCKS Class 009, 011	86/904,865	2/11/2016
4. Alliance Sports Group, L.P.	Owner	TWYST Class 011	76/719,011	2/19/2016
5. Alliance Sports Group, L.P.	Owner	TRANSPORT Class 011	76/719,006	2/19/2016
6. Bollinger Sports LLC	Owner	SOLAIRE Class 025	86/164,182	1/13/2014

EXHIBIT C
PATENTS

(a) U.S. REGISTERED PATENTS

301 BRIGHT HOLDINGS LLC: None.

BOLLINGER INDUSTRIES, INC.: None.

BOLLINGER HOLDING CORP.: None.

BOLLINGER OPERATING CORP.: None.

ALLIANCE SPORTS GROUP, L.P.:

<u>Registered Owner</u>	<u>Nature of Debtor's Interest</u>	<u>Title of Invention</u>	<u>Registered Patent No.</u>	<u>Issue Date</u>
1. Alliance Sports Group, L.P.	Owner	Protective Eyewear	D425,926	5/30/2000
2. Alliance Sports Group, L.P.	Owner	Mounting Clamp	D657,840	4/17/2012
3. Alliance Sports Group, L.P.	Owner	Flashlight	D659,869	5/15/2012
4. Alliance Sports Group, L.P.	Owner	Flashlight	D684,717	6/18/2013
5. Alliance Sports Group, L.P.	Owner	Modified Mounting Clamp	D709,979	7/29/2014
6. Alliance Sports Group, L.P.	Owner	Hinged Rail Mount	D700,674	3/4/2014
7. Alliance Sports Group, L.P.	Owner	Hinged Gun Mount Assembly	9,091,508	7/28/2015
8. Alliance Sports Group, L.P.	Owner	Mobile Electronic Device Covering	9,467,190	10/11/2016

(b) U.S. PATENT APPLICATIONS

301 BRIGHT HOLDINGS LLC: None.

BOLLINGER INDUSTRIES, INC.: None.

BOLLINGER HOLDING CORP.: None.

BOLLINGER OPERATING CORP.: None.

ALLIANCE SPORTS GROUP, L.P.:

<u>Registered Owner</u>	<u>Nature of Debtor's Interest</u>	<u>Title of Invention</u>	<u>Application No.</u>	<u>Filing Date</u>
1. Alliance Sports Group, L.P.	Owner	Flashlight	29/508,252 (D786,466)	11/4/2014 (5/9/17)
2. Alliance Sports Group, L.P.	Owner	Method and Apparatus for Chip-On Board Flexible Light Emitting Diode	15/138,027 (2016-0351619)	4/25/2016 (12/1/16)
3. Alliance Sports Group, L.P.	Owner	Method and Apparatus for Chip-On Board Flexible Light Emitting Diode	62/151,559	4/23/2015
4. Alliance Sports Group, L.P.	Owner	Flashlight	29/517,308 (D774,229)	2/11/2015 (12/13/16)
5. Alliance Sports Group, L.P.	Owner	Flashlight	29/517,311 (D774,230)	2/11/2015 (12/13/16)
6. Alliance Sports Group, L.P.	Owner	Mobile Electronic Device Cover	29/542,074	10/9/2015
7. Alliance Sports Group, L.P.	Owner	Mobile Electronic Device Cover	29/542,077	10/9/2015
8. Alliance Sports Group, L.P.	Owner	Flashlight Clip	29/546,195 (D789,778)	11/19/2015 (6/20/17)
9. Alliance Sports Group, L.P.	Owner	Lighting Device	29/554,551	2/12/2016
10. Alliance Sports Group, L.P.	Owner	Two-Piece Magnetically Coupled Flashlights	15/245,330	8/24/2016
11. Alliance Sports Group, L.P.	Owner	Mobile Electronic Device Covering	PCT/US16/51830 (WO 2017/062146)	9/15/2016 (4/13/17)
12. Alliance Sports Group, L.P.	Owner	Mobile Electronic Device Covering	15/287,225 (2017-0134065)	10/6/2016 (5/11/17)
13. Alliance Sports Group, L.P.	Owner	Flashlight	29/580,447	10/10/2016