

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM357599

<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>
TGS Enterprises, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
TSG Investment Company, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
TSG Properties, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Town Sports Group, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Pure Hockey Properties, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Pure Hockey, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
Commonwealth Lacrosse Company, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS
TSG Enterprises (NH), LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TSG Enterprises (PA), LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TSG Enterprises (NY), LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TSG Enterprises (MA), LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TSG Enterprises (CT), LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TSG Enterprises (NJ), LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TSG Enterprises (RI), LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TSG Enterprises (CAL), LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
TSG-SG Acquisition, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE

TRADEMARK

Name	Formerly	Execution Date	Entity Type
TSG Holliston, LLC		09/30/2015	LIMITED LIABILITY COMPANY: MASSACHUSETTS

#### RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	100 Federal Street
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION: MASSACHUSETTS

#### PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3301584	EPUCK.COM
Registration Number:	3347094	EPUCK.COM
Registration Number:	3301586	EVERYTHING BUT THE ICE
Registration Number:	2103998	GEAR ROLLER HOCKEY
Registration Number:	2682997	HOCKEYGIANT
Registration Number:	2682998	HOCKEYGIANT.COM
Registration Number:	2731648	LACROSSEGIANT
Registration Number:	2713206	LACROSSEGIANT.COM
Registration Number:	2792337	SPORTSGIANT
Registration Number:	2792336	SPORTSGIANT.COM

#### CORRESPONDENCE DATA

Fax Number:

*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: 617-422-0200  
Email: amb@bostonbusinesslaw.com  
Correspondent Name: Alicia M. Bigos  
Address Line 1: 155 Federal Street  
Address Line 2: Hackett Feinberg P.C.  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	BOA.TSG-1
NAME OF SUBMITTER:	Alicia M. Bigos
SIGNATURE:	/Alicia M. Bigos/
DATE SIGNED:	10/06/2015

Total Attachments: 14

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of September 30, 2015, by TSG Enterprises, LLC, a Massachusetts limited liability company, TSG Investment Company, LLC, a Massachusetts limited liability company TSG Properties, LLC, a Massachusetts limited liability company, Town Sports Group, LLC, a Massachusetts limited liability company, Pure Hockey Properties, LLC, a Massachusetts limited liability company, Pure Hockey, LLC, a Massachusetts limited liability company, Commonwealth Lacrosse Company, LLC, a Massachusetts limited liability company, TSG Enterprises (NH), LLC, a Delaware limited liability company, TSG Enterprises (PA), LLC, a Delaware limited liability company, TSG Enterprises (NY), LLC, a Delaware limited liability company, TSG Enterprises (MA), LLC, a Delaware limited liability company, TSG Enterprises (CT), LLC, a Delaware limited liability company, TSG Enterprises (NJ), LLC, a Delaware limited liability company, TSG Enterprises (RI), LLC, a Delaware limited liability company, TSG Enterprises (CAL), LLC, a Delaware limited liability company, TSG-SG Acquisition, LLC a Delaware limited liability company, and TSG Holliston, LLC, a Massachusetts limited liability company (collectively referred to herein as "Debtor"), in favor of BANK OF AMERICA, N.A., a national banking association with a banking office at 100 Federal Street, Boston, Massachusetts 02110 as agent for itself and the other lenders under the Loan Agreement (together with its successors and assigns, "Secured Party"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

### RECITALS

**WHEREAS**, the Debtor is a Borrower under that certain Credit Agreement dated September 30, 2015, as amended from time to time including of even date herewith (the "Loan Agreement") among Debtor and certain other Loan Parties as Borrowers and Secured Party as Lender. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement.

**WHEREAS**, The agreement of the Secured Party to enter into the Loan Agreement and ancillary documents and to make the loans and advances of credit contemplated thereby to the Borrowers is conditioned, among other things, upon the granting by Debtor of this Security Agreement to secure its Obligations to Secured Party under the Loan Agreement.

**NOW, THEREFORE**, in consideration of the willingness of Secured Party to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the loan to Debtor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Note and the Loan Agreement (including Debtor's Bank Product Obligations as defined in that certain Security Agreement of even date herewith between Debtor and Secured Party), the Debtor and the Subsidiary each hereby grants to the Secured Party a continuing security interest in all of the right, title and interest of the Debtor and the Subsidiary in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property (the "IP Collateral"):

(a) The U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, and trademark and service mark applications, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Debtor and the Subsidiary each authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Debtor and the Subsidiary shall, upon request, execute and deliver to the Secured Party an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Secured Party.

4. After-Acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, the Debtor or the Subsidiary, as applicable, shall obtain any right, title or interest in or to any other or new Copyrights, Patents, Trademarks or Domain Names, or become entitled to the benefit of any other or new Copyrights, Patents, Trademarks or Domain Names, the provisions of this IP Security Agreement shall automatically apply thereto and the Debtor or the Subsidiary, as applicable, shall give notice thereof in writing to the Secured Party within thirty (30) days of the end of the applicable calendar quarter during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party's interest

therein.

5. Power of Attorney. Each of the Debtor and the Subsidiary hereby irrevocably grants to the Secured Party a power of attorney, to act as the Debtor's and the Subsidiary's attorney-in-fact, respectively, with full authority in the name, place and stead of the Debtor and the Subsidiary, respectively, from time to time in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Secured Party without first obtaining the Debtor's or the Subsidiary's, as applicable, approval thereof or signature thereto), but after providing notice to the Debtor or the Subsidiary, as applicable, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Debtor or the Subsidiary, as applicable, after the execution hereof or to delete any reference to any IP Collateral in which the Debtor or the Subsidiary, as applicable, no longer has or claims any right, title or interest;

(b) To take any action reasonably necessary or advisable to perfect, maintain, or continue the Secured Party's interest in the IP Collateral, including, without limitation, executing and filing any financing statement, any continuation statement or any amendment thereto;

(c) To execute, file and pursue (in the sole discretion of the Secured Party without first obtaining the Debtor's or Subsidiary's, as applicable, approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Secured Party's interest or the Debtor's or Subsidiary's, as applicable, rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, the Secured Party will not take any actions which result in an assignment or transfer of title of such IP Collateral to the Secured Party. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, the Secured Party shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; and responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Debtor's or Subsidiary's attorney of record, as applicable, before the United States Patent and Trademark Office;

(d) To execute any document required to acknowledge, register or perfect the interest of the Secured Party in any part of the IP Collateral without the signature of the Debtor or Subsidiary, as applicable, unless prohibited by applicable law; and

(e) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Debtor's or Subsidiary's name, as applicable, on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the IP Collateral, and

(ii) take any other actions with respect to the IP Collateral as the Secured Party deems to be in the best interest of the Secured Party in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement have been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Debtor or the Subsidiary, as applicable) upon payment and performance in full of the Note. Upon any such termination, the Secured Party (at the Debtor's or the Subsidiary's request, as applicable, and sole expense) will promptly execute and deliver to the Debtor or the Subsidiary, as applicable, such documents as the Debtor or the Subsidiary, as applicable, may reasonably request and as are provided to the Secured Party to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Debtor, Subsidiary and the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement and the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Transaction Documents, the provisions of the Loan Agreement or the other Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

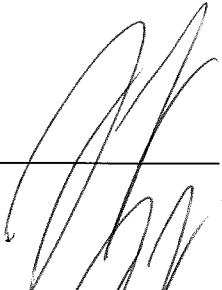
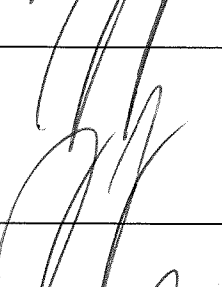

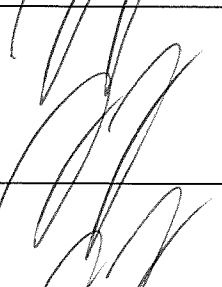
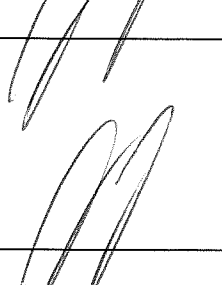
(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

8. Subordination Agreement Controls. This Agreement and the Lien in the IP Collateral pledged and granted hereunder are subordinated in the manner and to the extent set forth in the Subordination and the Subsidiary Agreement, as more particularly described therein. Prior to the Payment in Full of the Senior Debt (in each case, as defined in the Subordination Agreement), the Debtor and the Subsidiary shall not be obligated (and the Secured Party shall not be entitled) to take, or fail to take, any action to the extent that such action, or failure to take such action, would be prohibited by, or would in any way conflict with, the Subordination Agreement.

[Signature Pages Follow]


**IN WITNESS WHEREOF**, the parties hereto have executed this IP Security Agreement as of the date first written above.

WITNESS

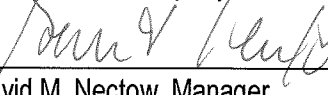
  
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DEBTOR:


TSG Enterprises, LLC

By:   
\_\_\_\_\_  
David M. Nectow, Manager

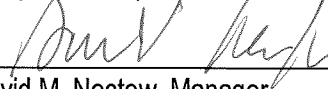
TSG Investment Company, LLC

By:   
\_\_\_\_\_  
David M. Nectow, Manager

TSG Properties, LLC

By:   
\_\_\_\_\_  
David M. Nectow, Manager


Town Sports Group, LLC

By:   
\_\_\_\_\_  
David M. Nectow, Manager


Pure Hockey Properties, LLC

By:   
\_\_\_\_\_  
David M. Nectow, Manager

Pure Hockey, LLC

By:   
\_\_\_\_\_  
David M. Nectow, Manager

Commonwealth Lacrosse Company, LLC,

By:   
\_\_\_\_\_  
David M. Nectow, Manager

TSG Enterprises (NH), LLC

By:   
\_\_\_\_\_  
David M. Nectow, Manager

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT



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TSG Enterprises (PA), LLC  
By: *[Signature]*  
David M. Nectow, Manager

TSG Enterprises (NY), LLC  
By: *[Signature]*  
David M. Nectow, Manager

TSG Enterprises (MA), LLC  
By: *[Signature]*  
David M. Nectow, Manager

TSG Enterprises (CT), LLC  
By: *[Signature]*  
David M. Nectow, Manager

TSG Enterprises (NJ), LLC  
By: *[Signature]*  
David M. Nectow, Manager

TSG Enterprises (RI), LLC  
By: *[Signature]*  
David M. Nectow, Manager

TSG Enterprises (CAL), LLC  
By: *[Signature]*  
David M. Nectow, Manager

TSG-SG Acquisition, LLC  
By: *[Signature]*  
David M. Nectow, Manager

TSG Holliston, LLC  
By: *[Signature]*  
David M. Nectow, Manager

WITNESS:



SECURED PARTY:

BANK OF AMERICA, N.A.

By: 

Name: Scott W. Vokey

Title: Sr. Vice President

SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

**SCHEDULE A**

**COPYRIGHT COLLATERAL**

Registered Copyrights

Pending Copyright Applications

## SCHEDULE B

### PATENT COLLATERAL

#### Registered Patents

Country	Serial/Registration No.	Title	Owner(s) of Record

#### Pending Patent Applications

**SCHEDULE C**




**TRADEMARK COLLATERAL**


Registered Trademark Applications

Pending Trademark Applications

Common Law Trademarks

**Trademarks:**

Trademark	Jurisdiction	Registration No.
HOCKEYOVERSTOCK	Australia	1212635
CANADA'S HOCKEY GIANT	Canada	748,058
GAMEROOMGIANT	Canada	615,519
GAMEROOMGIANT.COM	Canada	615,543
HOCKEYGIANT	Canada	615,679
HOCKEYGIANT.COM	Canada	615,678
HOMERUNGIANT	Canada	615,521
HOMERUNGIANT.COM	Canada	615,520
LACROSSEGIANT	Canada	615,677
LACROSSEGIANT.COM	Canada	615,542
SPORTSGIANT	Canada	631,468
SPORTSGIANT.COM	Canada	631,328
HOCKEYGIANT	European Union	009984725
HOCKEYGIANT.COM & Design 	European Union	009984741
CHANDLER ROLLER HOCKEY SKATES & Design 	US	2,193,729 (Abandoned)
Epuck.com	US	3,301,584
EPuck.com & Design (in color) 	US	3,347,094
EVERYTHING BUT THE ICE	US	3,301,586
GAMEROOMGIANT	US	2,752,557 (Abandoned)
GAMEROOMGIANT.COM	US	2,752,556 (Abandoned)

GEAR ROLLER HOCKEY & Design 	US	2,103,998
HOCKEYGIANT	US	Application No. 76/212,126 (Abandoned)
HOCKEYGIANT	US	2,682,997
HOCKEYGIANT.COM	US	2,682,998
HOMERUNGIANT	US	2,781,554 (Abandoned)
HOMERUNGIANT.COM	US	2,750,003 (Abandoned)
LACROSSEGIANT	US	2,731,648
LACROSSEGIANT.COM	US	2,713,206
LUGGAGEGIANT	US	Application No. 77/061,677 (Abandoned)
LUGGAGEGIANT.COM	US	Application No. 77/061,677 (Abandoned)
SPORTSGIANT	US	2,792,337
SPORTSGIANT.COM	US	2,792,336

## **SCHEDULE D**

### **DOMAIN NAMES**



lacrossegiant.com  
homerungiant.com  
hockeyoverstock.co.nz  
extremegiant.com  
hockeysales.com  
hockeyfulfillment.com  
hockeyattire.com  
nhlattire.com  
teamhockeysales.com  
goaliedeals.com  
hockeyoverstock.com  
hockeygiantbeta.com  
hockeyoverstock-intl.com  
hockeyteamsales.com  
orderlax.com  
hockeygiant.co  
bikegiant.com  
hockeygiant.net  
rollerhockey.com  
hockeygiant.com  
epuck.com  
gear-hockey.com  
HockeyCoupon.net  
HOCKEYEQUIPMENTIMAGES.COM  
HOCKEYGIANT.CO.UK  
ICEHOCKEYGIANT.COM  
Sportsgiant-dev.com  
Sportsgiant.com  
goaliedeals.com  
nhlattire.com  
hockeyattire.com