

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM359404

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Fifth Supplement to Grant of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Basketball Marketing Company, Inc.		09/30/2015	CORPORATION: DELAWARE
Brand Matter, LLC		09/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
American Sporting Goods Corporation		09/30/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A., as Administrative Agent		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	9th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86655908	AND 1	
<b>Serial Number:</b>	86714420	WOMEN-HYPHENATED	
<b>Serial Number:</b>	86743891	WORK THE BODY, FREE THE MND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8004947512		
<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>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dwayne C. Houston		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F158948		
<b>NAME OF SUBMITTER:</b>	Andrew Nash		

OP \$90.00 86655908

<b>SIGNATURE:</b>	/Andrew Nash/
<b>DATE SIGNED:</b>	10/21/2015
<b>Total Attachments: 4</b> source=5th suppl Trademark IPSA#page1.tif source=5th suppl Trademark IPSA#page2.tif source=5th suppl Trademark IPSA#page3.tif source=5th suppl Trademark IPSA#page4.tif	

**FIFTH SUPPLEMENT TO GRANT OF  
SECURITY INTEREST IN UNITED STATES TRADEMARKS**

This Fifth Supplement to Grant of Security Interest in United States Trademarks (this "**Fifth Supplement**") is made as of the 30th day of September, 2015 by **THE BASKETBALL MARKETING COMPANY, INC.**, a Delaware corporation, **B&AND MATTER, LLC**, a Delaware limited liability company, and **AMERICAN SPORTING GOODS CORPORATION**, a Delaware corporation (collectively, the "**Grantors**"), in favor of **BANK OF AMERICA, N.A.**, as administrative agent and collateral agent (in such capacity, the "**Grantee**") for the credit parties under the Security Agreement (defined below).

**WHEREAS**, reference is made to that certain (a) Amended and Restated Security Agreement dated as of August 15, 2014 (the "**Security Agreement**"), entered into by, among others, certain Grantors (as defined therein) and the Grantee, and (b) Grant of Security Interest in United States Trademarks dated March 28, 2013 and recorded with the United States Patent and Trademark office on March 28, 2013 at Reel 004993, Frame 0107 (the "**Existing Grant**"), executed and delivered by certain Grantors (as defined therein) in favor of the Grantee, pursuant to which such Grantors pledged, assigned and granted a security interest in certain Marks (as defined therein), as supplemented pursuant to the First Supplement to Grant of Security Interest in United States Trademarks dated February 21, 2014 and recorded on March 18, 2014 at Reel 005239, Frame 0038, as further supplemented pursuant to the Second Supplement to Grant of Security Interest in United States Trademarks dated August 15, 2014 and recorded on August 15, 2014 at Reel 005345, Frame 0155, as supplemented pursuant to the Third Supplement to Grant of Security Interest in United States Trademarks dated May 14, 2015 and recorded on May 15, 2015 at Reel 005517, Frame 0926, and as further supplemented pursuant to the Fourth Supplement to Grant of Security Interest in United States Trademarks dated September 11, 2015 and recorded on September 16, 2015 at Reel 5624, Frame 0143 (collectively, the "**TM Supplements**" and together with the Existing Grant, collectively, the "**Grant**");

**WHEREAS**, pursuant to the Security Agreement, as further evidenced by the Grant, the Grantors have granted a security interest to the Grantee in, among other things, the Marks; and

**WHEREAS**, the Grantors have developed and/or acquired additional Marks and desires to hereby confirm the pledge of, and the grant of a security interest in, such additional Marks in favor of the Grantee.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

1. **Definitions.** All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
2. **Supplement to Schedule A.** Schedule A to the Grant is hereby supplemented, but not replaced, by Schedule A-1 annexed hereto. For the purposes of clarity, from and after the date hereof, Schedule A shall be deemed to include (i) the Marks referenced on Schedule A as such Schedule A exists immediately prior to the date hereof (including as

supplemented pursuant to the TM Supplements), and (ii) the Marks referenced on Schedule A-1 annexed hereto.

3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
- b. This Fifth Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

[signature pages follow]

IN WITNESS WHEREOF, the undersigned have executed this Fifth Supplement as of the date first written above.

**THE BASKETBALL MARKETING  
COMPANY, INC., as a Grantor**

By: \_\_\_\_\_  
Name: *Gary Klein*  
Title: *CEO*


**BRAND MATTER LLC, as a Grantor**

By: \_\_\_\_\_  
Name: *Gary Klein*  
Title: *CEO*

**AMERICAN SPORTING GOODS  
CORPORATION, as a Grantor**

By: \_\_\_\_\_  
Name: *Gary Klein*  
Title: *CEO*

SCHEDULE A-1

Mark	Appln./Reg. No.	Appln./Reg. Date	Grantor/ Applicant
	86655908	June 9, 2015	The Basketball Marketing Company, Inc.
WOMEN-HYPHENATED	86714420	August 4, 2015	B@and Matter, LLC
WORK THE BODY, FREE THE MIND		September 1, 2015	American Sporting Goods Corporation