

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM359517

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST -- TRADEMARKS		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pele IP Ownership LLC		10/21/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MGG Investment Group LP, as collateral agent		
Street Address:	888 7th Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10106		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86488817		
Serial Number:	77724944	PELÉ	
Serial Number:	85597511	PELÉ	
Serial Number:	86488822	PELÉ	
Serial Number:	77725037	PELE	
CORRESPONDENCE DATA			
Fax Number:	2125935955		
<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>			
Phone:	212-756-2132		
Email:	scott.kareff@srz.com		
Correspondent Name:	S. Kareff c/o Schulte Roth & Zabel LLP		
Address Line 1:	919 Third Avenue		
Address Line 2:	25th Floor		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	050319-0011		
NAME OF SUBMITTER:	Scott Kareff (050319-0011)		
SIGNATURE:	/kc for sk/		
DATE SIGNED:	10/21/2015		

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Total Attachments: 3

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GRANT OF SECURITY INTEREST - - TRADEMARKS

WHEREAS, Pele IP Ownership LLC, a Delaware limited liability company (the "Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 21, 2015 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of MGG Investment Group LP, as the Collateral Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

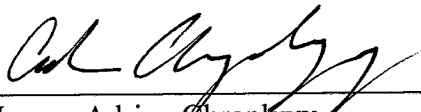
WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Grantee and the Secured Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.



The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of October 21, 2015.

PELE IP OWNERSHIP LLC

By: 
Name: Adrian Chraplyvy
Title: Authorized Person

SCHEDULE A TO GRANT OF SECURITY INTEREST
Trademarks and Trademark Applications

Country	Trademark	Application No. Registration No.	Filing Date	Registration Date	Record Holder in Local Trademark Office Records ¹
United States	Bicycle Kick Design 	86/488817	12/23/2014		Montag Divulgação Ltda.
United States	PELE	77/724944 4338969	04/29/2009	05/21/2013	Montag Divulgação Ltda.
United States	PELE	85/597511 4345347	04/13/2012	06/04/2013	Montag Divulgação Ltda.
United States	PELÉ	86/488822	12/23/2014		Montag Divulgação Ltda.
United States	PELE (Stylized) 	77/725037 4338970	04/29/2009	05/21/2013	Montag Divulgação Ltda.

¹ Entity shown as current record holder in trademark office records.