# OP \$190.00 484720

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM403671

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (SUPPLEMENT)

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bauer Hockey, Inc.		10/28/2016	Corporation: VERMONT

## **RECEIVING PARTY DATA**

Name:	Bank of America, N.A., as Collateral Agent	
Street Address:	225 Franklin St MA1-225-02-05	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
Entity Type:	Bank: NORTH CAROLINA	

## **PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark	
Registration Number:	4847205	EXO RIM	
Registration Number:	3183249	SYNERGY	
Registration Number:	2747291	SYNERGY	
Registration Number:	2748987	SYNERGY	
Serial Number:	86272168	ODIN	
Serial Number:	86501401	OWN THE MOMENT	
Serial Number:	87117681	NEUROSHIELD	

# CORRESPONDENCE DATA

900383042

**Fax Number:** 8004947512

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:** 202-370-4750

**Email:** ipteam@nationalcorp.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130
Address Line 2: National Corporate Research, LTD

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	F166287
NAME OF SUBMITTER:	Sonya Jackman

SIGNATURE:	/Sonya Jackman/		
DATE SIGNED:	<b>SIGNED:</b> 10/28/2016		
Total Attachments: 6			
source=#89022410v1 - ((Trademarks (Supp) - Bauer Hockey Inc EXECUTED)#page1.tif			
source=#89022410v1 - ((Trademarks (Supp) - Bauer Hockey Inc EXECUTED)#page2.tif			
source=#89022410v1 - ((Trademarks (Supp) - Bauer Hockey Inc EXECUTED)#page3.tif			
source=#89022410v1 - ((Trademarks (Supp) - Bauer Hockey Inc EXECUTED)#page4.tif			

source=#89022410v1 - ((Trademarks (Supp) - Bauer Hockey Inc. - EXECUTED)#page5.tif

source=Bauer Hockey Inc Scan0357#page2.tif

NOTICE OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

(SUPPLEMENT)

October 28, 2016

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, Bauer Hockey, Inc., a Vermont corporation (the

"Grantor") with principal offices at 100 Domain Drive, Exeter, New Hampshire, 03833,

hereby pledges and grants to Bank of America, N.A., as Collateral Agent, with principal

offices at 225 Franklin St. - MA1-225-02-05, Boston, Massachusetts, 02110, (the

"Grantee"), for the benefit of the Secured Creditors (as such term is defined in the

Security Agreement referred to below), a continuing security interest in all of the right,

title and interest of such Grantor in, to and under (i) (a) all trademarks, service marks,

certification marks, domain names, trade names, corporate names, company names,

business names, fictitious business names, trade styles, trade dress, logos, slogans, other

source or business identifiers, designs and general intangibles of like nature, all

registrations and recordings thereof, and all registrations and recording applications filed

in connection therewith, including registrations and registration applications in the United

States Patent and Trademark Office, and all extensions or renewals thereof, including

without limitation any of the foregoing set forth in Schedule A hereto, (b) all goodwill

associated therewith or symbolized thereby, (c) all other assets, rights and interests that

uniquely reflect or embody such goodwill, (d) rights and privileges arising under

applicable law with respect to the use of any of the foregoing, (e) income, fees, royalties,

damages and payments now and hereafter due and/or payable thereunder and with respect

thereto, including damages, claims and payments for past, present or future

#88920821v3

infringements, dilutions or other violations thereof, and all other Proceeds (as such term is defined in the Security Agreement referred to below), (f) rights to sue for past, present and future infringements, dilutions or other violations thereof, and (g) rights corresponding thereto throughout the world, (collectively, the "<u>Trademark Collateral</u>");

provided that the Trademark Collateral shall not include any intent-to-use trademark

application prior to the filing of a "Statement of Use" or "Amendment to Allege Use"

with respect thereto, to the extent, if any, that, and solely during the period, if any, in

which, the grant of a security interest therein would impair the validity or enforceability

of such intent-to-use trademark application under applicable federal law.

security interest in the Trademark Collateral acquired under this Grant.

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of April 15, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the

This Grant has been granted in conjunction with the security interest granted to

the Grantee under the Security Agreement and is expressly subject to the terms and

conditions thereof. The rights and remedies of the Grantee with respect to the security

interest granted herein are as set forth in the Security Agreement, all terms and provisions

of which are incorporated herein by reference as if fully set forth herein. In the event that

2

any provisions of this Grant are deemed to conflict with the Security Agreement, the

provisions of the Security Agreement shall govern.

This Grant is subject to the terms and conditions set forth in the ABL/Term

Intercreditor Agreement (as defined in the Security Agreement) in all respects and, in the

event of any conflict between the terms of the ABL/Term Intercreditor Agreement and

this Grant, the terms of ABL/Term Intercreditor Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

3

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first written above.

BAUER HOCKEY, INC.

By: Name:
Title:

Accepted and Agreed to:

Bank of America, N.A., as Collateral Agent and Grantee

By: Name:
Title:

Title:

REEL: 005909 FRAME: 0221

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date first written above.

	BAI	JER HOCKEY, INC.
	By:	Name: Title:
Accepted and Agreed to:		
Bank of America, N.A., as Collateral Agent and Grantee		

By:

Name:

<mark>Rona</mark>ldo Naval

Vice President

# SCHEDULE A

### **Trademarks:** 1.

MARK	REGISTRATION DATE	REGISTRATION NUMBER	OWNER
			BAUER HOCKEY
EXO RIM	11/03/2015	4847205	INC.
			BAUER HOCKEY
SYNERGY	12/12/2006	3183249	INC.
			BAUER HOCKEY
SYNERGY	08/05/2003	2747291	INC.
			BAUER HOCKEY
SYNERGY	08/05/2003	2748987	INC.

### **Applications for Trademarks:** 2.

	APPLICATION		
MARK	DATE	SERIAL NO.	APPLICANT
			BAUER HOCKEY
ODIN	05/05/2014	86272168	INC.
OWN THE			BAUER HOCKEY
MOMENT	01/12/2015	86501401	INC.
			BAUER HOCKEY
NEUROSHIELD	07/27/2016	87117681	INC.

5

#88920821v3

**TRADEMARK REEL: 005909 FRAME: 0223** 

**RECORDED: 10/28/2016**