

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Turfstore.com Inc.		01/31/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	UniCredit Bank AG, London Branch, as Security Agent		
Street Address:	120 London Wall		
City:	London		
State/Country:	GREAT BRITAIN		
Postal Code:	EC2Y 5ET		
Entity Type:	Aktiengesellschaft (Ag): GERMANY		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2779346	TURFSTORE.COM	
Registration Number:	2777713	TURFSTORE	
Serial Number:	85035315	WEARMAXX	
Registration Number:	4904249	WEARMAXX	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 N. Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	044144-0052		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		
DATE SIGNED:	02/01/2017		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2017, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of UniCredit Bank AG, London Branch, as security agent (in such capacity, together with its successors and permitted assigns, the “Security Agent”) for the Secured Parties (as defined in the Facilities Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, reference is made to that certain Senior Facilities Agreement, dated April 23, 2015 (as amended by that certain Amendment Agreement Relating to Senior Facilities Agreement dated June 5, 2015 and that certain Second Amendment Agreement Relating to Senior Facilities Agreement dated August 17, 2016, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “Facilities Agreement”), by and among Sport Group TopCo GmbH (formerly Blitz 15-67 GmbH), as Parent and Original Guarantor, Sport Group Holding GmbH (formerly Blitz 15-68 GmbH), as Company, Original Borrower and Original Guarantor, the Grantor, the other Borrowers and Guarantors party thereto, the lenders party thereto from time to time (the “Lenders”), UniCredit Bank AG, London Branch as Agent and Security Agent, and the other agents and arrangers party thereto;

WHEREAS, the Grantor is party to that certain Amended and Restated U.S. Pledge and Security Agreement dated as of January 31, 2017 in favor of the Security Agent (as may be amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants contained herein, in the Facilities Agreement and in the Security Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Security Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Security Agent for the benefit of the Secured Parties, and grants to the Security Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

(a) all of its trademark registrations and applications, including, without limitation, those referred to on Schedule 1 hereto (the “Trademarks”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Security Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Security Agent with respect to the security interest in the Trademark 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.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS**

PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

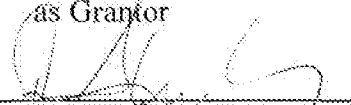
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

TURESTORE.COM INC.,

as Grantor

By:



Name: *Andreas Schulze Ising*
Title: *Vice President*

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

UNICREDIT BANK AG, LONDON BRANCH.
as Locusts & m&f

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005982 FRAME: 0137

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Owner	Status	Title	Jurisdiction	Registration Number (Application)	Registration Date
Turfstore.com Inc.	Registered	TURFSTORE.COM	United States	2779346	8/12/2003
Turfstore.com Inc.	Registered	TURFSTORE	United States	2777713	10/28/2003
Turfstore.com Inc.	Abandoned	WEARMAXX	United States	(85035315)	3/22/2011
Turfstore.Com Inc.	Registered	WEARMAXX	United States	4904249	2/23/2016