

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424965

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900402340		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Europa Sports Products LLC		04/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	4777 Sharon Road, 4th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2676546	EUROPA	
Registration Number:	4570939	EUROPA GAMES GET FIT & SPORTS EXPO	
Registration Number:	3804295	ADEPT NUTRITION	
Serial Number:	85717016	MUDDER BAR	
Serial Number:	86819348	EUROPA SPORTS PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	622304.00097		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	04/25/2017		

Total Attachments: 10

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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Europa Sports Products LLC		04/12/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	SunTrust Bank		
Street Address:	4777 Sharon Road, 4th Floor		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28210		
Entity Type:	National Banking Association: GEORGIA United States of America		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2676546	EUROPA	
Registration Number:	4570939	EUROPA GAMES GET FIT & SPORTS EXPO	
Registration Number:	3804295	ADEPT NUTRITION	
Serial Number:	85717016	MUDDER BAR	
Serial Number:	86819348	EUROPA SPORTS PRODUCTS	
CORRESPONDENCE DATA			
Fax Number:	6175236850		
<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:	617-523-2700		
Email:	susan.dinicola@hklaw.com,michelle.diaz@hklaw.com		
Correspondent Name:	Holland & Knight LLP		
Address Line 1:	10 St. James Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02116		
NAME OF SUBMITTER:	Susan C. DiNicola		
SIGNATURE:	/Susan C. DiNicola/		
DATE SIGNED:	04/13/2017		
Total Attachments: 5			
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OP \$140.00 2676546

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of the 12th day of April, 2017 by and between SUNTRUST BANK, a bank organized under the laws of the State of Georgia, having an address at 4777 Sharon Road, 4th Floor, Charlotte, North Carolina 28210, its successors and assigns ("Lender") and EUROPA SPORTS PRODUCTS LLC, a Delaware limited liability company (the "Grantor").

RECITALS

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and among Lender, Grantor and the other Obligors party thereto (as defined therein), dated the date hereof (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). The Lender is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Lender, a security interest in certain Trademarks (as described below) to secure the Obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Lender, a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement, Grantor grants and pledges to Lender, a security interest in all of Grantor's right, title and interest in, to and under its intellectual property, including, without limitation, the following:

(a) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Trademarks");

(b) All licenses or other rights to use any of the Trademarks and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(c) All amendments, extensions, renewals and extensions of any of the Trademarks; and

(d) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

TRADEMARK

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This security interest is granted in conjunction with the security interest granted to Lender under the Loan Agreement. The rights and remedies of Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Lender of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Lender, of any or all other rights, powers or remedies.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**EUROPA SPORTS PRODUCTS LLC, a
Delaware limited liability company**

Address:

11401 Granite Street
Charlotte, NC 28273
Attn: Chief Financial Officer

By: *CEK*
Name: *Chris Chetani*
Title: *CFo*

LENDER:

SUNTRUST BANK

Address of Lender:

4777 Sharon Road, 4th Floor
Charlotte, North Carolina 28210
Attn: Bryan Van Horn

By: _____
Name: _____
Title: _____

[Intellectual Property Security Agreement]

TRADEMARK

REEL: 006040 FRAME: 0981

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**EUROPA SPORTS PRODUCTS LLC, a
Delaware limited liability company**

Address:

11401 Granite Street
Charlotte, NC 28273
Chief Financial
Attn: Officer

By: _____
Name: _____
Title: _____

LENDER:

SUNTRUST BANK

Address of Lender:

4777 Sharon Road, 4th Floor
Charlotte, North Carolina 28210
Attn: Bryan Van Horn

By: [Signature]
Name: JERIA FORTNER
Title: DIRECTOR

[Intellectual Property Security Agreement]

TRADEMARK

REEL: 006040 FRAME: 0982

EXHIBIT A

Trademarks

Trademarks / Registration or Application Numbers
U.S. Trademark Registration No. 2676546
U.S. Trademark Registration No. 4570939
U.S. Trademark Registration No. 3804295
U.S. Trademark Application Ser. No. 85/717,016
U.S. Trademark Application Ser. No. 86/819,348