

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM479203

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitchell & Ness, LLC		06/20/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	PNC Bank, N.A.		
Street Address:	500 First Avenue		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2961371	DEFINING AUTHENTIC	
Serial Number:	86963728	L	
Registration Number:	4452644	L	
Serial Number:	86966477	LOGO 7	
Registration Number:	5032104	LOGO ATHLETIC	
Registration Number:	1761450	LOGO ATHLETIC	
Registration Number:	2860283	MITCHELL & NESS	
Registration Number:	2836694	MITCHELL & NESS	
Registration Number:	2836695	MITCHELL & NESS	
Registration Number:	2860284	MITCHELL & NESS	
Registration Number:	2845049	MITCHELL & NESS	
Registration Number:	4073491	NOSTALGIA CO. MITCHELL & NESS PHILADELPH	
Registration Number:	2065302		
CORRESPONDENCE DATA			
Fax Number:	2158325619		
<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:	215-569-5619		
Email:	pecsenye@blankrome.com		
TRADEMARK			

OP \$340.00 2961371

Correspondent Name: Timothy D. Pecsénye
Address Line 1: One Logan Square
Address Line 2: 8th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 074658-18049

NAME OF SUBMITTER: Timothy D. Pecsénye

SIGNATURE: /Timothy D. Pecsénye/

DATE SIGNED: 06/25/2018

Total Attachments: 25

source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page1.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page2.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page3.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page4.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page5.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page6.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page7.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page8.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page9.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page10.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page11.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page12.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page13.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page14.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page15.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page16.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page17.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page18.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page19.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page20.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page21.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page22.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page23.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page24.tif
source=Executed IP Security Agreement (PNC-Mitchell & Ness)#page25.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Agreement”), dated as of June 20, 2018, is made by MITCHELL & NESS LLC, a Delaware limited liability company (“Mitchell & Ness” and together with any other Person that may hereafter become a party to this Agreement as a grantor of liens hereunder, collectively, “Grantors” and each a “Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as “Agent” under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor “Agent” appointed under the Credit Agreement, the “Agent”).

W I T N E S E T H:

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement, dated of even date herewith, by and among the Agent, the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the “Lenders”), the Grantors and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “Credit Agreement”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, Grantors have granted to Agent, for its own benefit and for the ratable benefit of the Secured Parties, security interests in and liens upon substantially all of each Grantor’s assets, including without limitation all of each Grantor’s Intellectual Property and specifically including all of each Grantor’s registered United States patents, trademarks and copyrights and all of each Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “Intellectual Property Collateral” as hereinafter further defined); and

WHEREAS, Grantors have agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Agent’s security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by any Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in

and lien upon all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by any Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of any Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of any Grantor, and 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;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been indefeasibly satisfied and paid in full in cash and all Commitments under the Credit Agreement have been terminated.

Section 2. Credit Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Agent pursuant to the Credit Agreement and/or any of the Other Documents, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests in and liens upon the Intellectual Property Collateral made and

granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new Intellectual Property Collateral, Grantors shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.7, 9.8 or 9.9 of the Credit Agreement following acquisition of such new Intellectual Property Collateral, deliver to Agent a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantors shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of the other Secured Parties, to secure the Obligations. Each Supplement is intended by the parties to be filed, and Grantors hereby authorize Agent to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantors, and without limiting the generality of the provisions of Section 1 hereof above, Grantors hereby confirm and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new Intellectual Property Collateral but Grantors fail for whatever reason to promptly execute and deliver a Supplement to Agent pursuant to this Section 5, each Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of such Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantors hereby represent and warrant to Agent and to the other Secured Parties that Schedule 1 sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantors as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any of the Other Documents or otherwise available to Agent as a secured creditor at law or in equity, Agent may exercise, either directly or through one or more assignees or designees, all rights and remedies

granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem necessary or desirable in order to create, protect, perfect or enforce the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Loan Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations (including any obligations to provide cash collateral for any Letters of Credit) have been indefeasibly paid in full in cash and satisfied and all of the Commitments under the Credit Agreement have been terminated.

Section 9. Miscellaneous. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement {agreements regarding, consents to and waivers regarding jurisdiction and venue}, Section 16.5 of the Credit Agreement {indemnities by Grantors}, Section 16.6 of the Credit Agreement {notices}, Section 16.9 of the Credit Agreement {expenses} and Article XII of the Credit Agreement {certain waivers including waivers of the rights of jury trial} are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that no Grantor may assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Agent. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

MITCHELL & NESS LLC

By: 

Name: Kevin Wulff

Title: President and Chief Executive Officer

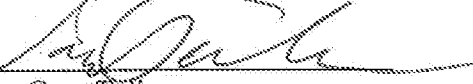
[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

S-1

TRADEMARK
REEL: 006362 FRAME: 0934

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK NATIONAL ASSOCIATION.

By: 
Name: Greg Tallman
Title: Vice President

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

S-2





TRADEMARK
REEL: 006362 FRAME: 0935









Schedule 1
to
Intellectual Property Security Agreement







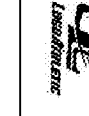
PATENTS, TRADEMARKS AND COPYRIGHTS








1. Patents and Patent Applications:
- None.


2. Trademarks and Trademark Applications:



Borrower	Trademark	Logo	Jurisdiction	Owner	Status	App. No.	App. Date	Reg. No.	Reg. Date	Renewal Due
Mitchell & Ness LLC	DEFINING AUTHENTIC		United States of America	Mitchell & Ness LLC	Registered	78316085	20 Oct 2003	2961371	07 Jun 2005	07 Jun 2025
Mitchell & Ness LLC	L LOGO (Design)		Canada	Mitchell & Ness LLC	Registered	0771943	28 Dec 1994	TMAA478531	15 Jul 1997	15 Jul 2027
Mitchell & Ness LLC	L LOGO (Design)		EUTM	Mitchell & Ness LLC	Registered	000185496	01 Apr 1996	000185496	07 Jan 1999	01 Apr 2026
Mitchell & Ness LLC	L LOGO (Design)		Mexico	Mitchell & Ness LLC	Registered	0706263	09 Mar 2005	883930	27 May 2005	09 Mar 2025

Mitchell & Ness LLC	L LOGO (Design)		Panama	Mitchell & Ness LLC	Registered	14757001	16 Dec 2005	9141	13 Jul 2006	16 Dec 2025
Mitchell & Ness LLC	L LOGO (Design)		United States of America	Mitchell & Ness LLC	Pending	86963728	04 Apr 2016			
Mitchell & Ness LLC	L LOGO (Design)		United States of America	Mitchell & Ness LLC	Registered	85980424	30 Aug 2012	4452644	17 Dec 2013	17 Dec 2023
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Macau	Mitchell & Ness LLC	Registered	2862	04 Dec 1997	2862	03 Jul 1998	04 Dec 2018
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Australia	Mitchell & Ness LLC	Registered	805129	26 Aug 1999	805129	20 Oct 2000	26 Aug 2019
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Canada	Mitchell & Ness LLC	Registered	0771942	28 Dec 1994	TMAA76997	29 May 1997	29 May 2027
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Dominican Republic	Mitchell & Ness LLC	Registered	380985	18 Nov 1997	95242	15 Feb 1998	15 Feb 2028
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Guatemala	Mitchell & Ness LLC	Registered	24995	17 Dec 1996	120288	02 Oct 2006	06 Oct 2022

Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Hong Kong	Mitchell & Ness LLC	Registered	9504890	26 Apr 1995	1997B07664	30 Jul 1997	25 Apr 2026
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Japan	Mitchell & Ness LLC	Registered	H06098104	28 Sep 1994	3340583	22 Aug 1997	22 Aug 2027
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Korea (South)	Mitchell & Ness LLC	Registered	130571997	22 May 1997	407708	03 Jul 1998	03 Jul 2028
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Mexico	Mitchell & Ness LLC	Registered	0706264	09 Mar 2005	896980	25 Aug 2005	09 Mar 2025
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Taiwan	Mitchell & Ness LLC	Registered	084008288	25 Feb 1995	00714629	16 Apr 1996	15 Apr 2026
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		China	Mitchell & Ness LLC	Registered	95057386	12 May 1995	933253	21 Jan 1997	19 Jan 2027
Mitchell & Ness LLC	L LOGO ATHLETIC (Design)		Sri Lanka	Reebok International Limited	Pending	86163	08 Dec 1997			
Mitchell & Ness LLC	LOGO 7		United States of America	Mitchell & Ness LLC	Pending	86966477	06 Apr 2016			




Mitchell & Ness LLC	LOGO 7		Benelux	Mitchell & Ness LLC	Registered	873827	27 Jun 1996	605105		27 Jun 2026
Mitchell & Ness LLC	Logo 7 (Design)		Benelux	Mitchell & Ness LLC	Registered	873892	28 Jun 1996	607466		28 Jun 2026
Mitchell & Ness LLC	Logo 7 (Design)		Macau	Mitchell & Ness LLC	Registered	2863	04 Dec 1997	2863	03 Jul 1998	04 Dec 2018
Mitchell & Ness LLC	Logo 7 (Design)		Dominican Republic	Mitchell & Ness LLC	Registered	380984	27 Nov 1997	95243	15 Jan 1998	15 Jan 2028
Mitchell & Ness LLC	Logo 7 (Design)		Japan	Mitchell & Ness LLC	Registered	H04003156	16 Jan 1992	2688510	29 Jul 1994	29 Jul 2024
Mitchell & Ness LLC	Logo 7 (Design)		Korea (South)	Mitchell & Ness LLC	Registered	165251997	11 Apr 1997	405654	20 Jun 1998	20 Jun 2028
Mitchell & Ness LLC	Logo 7 (Design)		Taiwan	Mitchell & Ness LLC	Registered	094010614	10 Mar 2005	01196432	16 Feb 2006	15 Feb 2026
Mitchell & Ness LLC	Logo 7 (Design)		Taiwan	Mitchell & Ness LLC	Registered	00667502	16 Jan 1995	00667502	16 Jan 1995	15 Jan 2025

Mitchell & Ness LLC	LOGO ATHLETIC		Colombia	Mitchell & Ness LLC	Registered	111753	02 Nov 2005	379441	27 Apr 2009	27 Apr 2019
Mitchell & Ness LLC	LOGO ATHLETIC		Canada	Mitchell & Ness LLC	Registered	0755119	19 May 1994	TMAA464929	25 Oct 1996	25 Oct 2026
Mitchell & Ness LLC	LOGO ATHLETIC		China	Mitchell & Ness LLC	Registered	94020193		1118051	14 Oct 1997	13 Oct 2027
Mitchell & Ness LLC	LOGO ATHLETIC		EUTM	Mitchell & Ness LLC	Registered	000185546	01 Apr 1996	000185546	07 Jan 1999	01 Apr 2026
Mitchell & Ness LLC	LOGO ATHLETIC		United States of America	Mitchell & Ness LLC	Registered	85717529	30 Aug 2012	5032104	30 Aug 2016	30 Aug 2026
Mitchell & Ness LLC	LOGO ATHLETIC		United States of America	Mitchell & Ness LLC	Registered	74235175	06 Jan 1992	1761450	30 Mar 1993	30 Mar 2023
Mitchell & Ness LLC	LOGO ATHLETIC		Venezuela	Mitchell & Ness LLC	Registered	2005027087	06 Dec 2005	P293237	06 May 2009	06 May 2024
Mitchell & Ness LLC	Logo Athletic (Design - Triangle)		Italy	Mitchell & Ness LLC	Registered	RM/2012C002913	17 May 2012	0001493372	22 May 2012	17 May 2022

Mitchell & Ness LLC	Logo Athletic (Design - Triangle)		Denmark	Mitchell & Ness LLC	Registered	VA199203485	12 May 1992	VR199209853	23 Oct 1992	23 Oct 2022
Mitchell & Ness LLC	Logo Athletic (Design - Triangle)		France	Mitchell & Ness LLC	Registered	92421077	02 Jun 1992	92421077	13 Nov 1992	02 Jun 2022
Mitchell & Ness LLC	LOGOATHL ETIC		Australia	Mitchell & Ness LLC	Registered	805128	26 Aug 1999	805128	20 Oct 2000	26 Aug 2019
Mitchell & Ness LLC	MITCHELL & NESS		Japan	Mitchell & Ness LLC	Registered	2004024227	16 Mar 2004	0004809352	08 Oct 2004	08 Oct 2024
Mitchell & Ness LLC	MITCHELL & NESS		Philippines	Mitchell & Ness LLC	Registered	PH-4-2015-503477	24 Jun 2015	4-2015-503477	22 Feb 2016	22 Feb 2026
Mitchell & Ness LLC	MITCHELL & NESS		Turkey	Mitchell & Ness LLC	Registered	2014-35855	29 Apr 2014	2014 35855	16 Feb 2015	29 Apr 2024
Mitchell & Ness LLC	MITCHELL & NESS		United States of America	Mitchell & Ness LLC	Registered	78272246	09 Jul 2003	2860283	06 Jul 2004	06 Jul 2024
Mitchell & Ness LLC	MITCHELL & NESS		United States of America	Mitchell & Ness LLC	Registered	78282844	04 Aug 2003	2836694	27 Apr 2004	27 Apr 2024

Mitchell & Ness LLC	MITCHELL & NESS		United States of America	Mitchell & Ness LLC	Registered	78282863	04 Aug 2003	2836695	27 Apr 2004	27 Apr 2024
Mitchell & Ness LLC	MITCHELL & NESS		Argentina	Mitchell & Ness LLC	Registered	3350592	03 Sep 2014	2751285	07 Sep 2015	07 Sep 2025
Mitchell & Ness LLC	MITCHELL & NESS		Australia	Mitchell & Ness LLC	Registered	993635	16 Mar 2004	993635	01 Nov 2004	16 Mar 2024
Mitchell & Ness LLC	MITCHELL & NESS		Canada	Mitchell & Ness LLC	Registered	1212487	06 Apr 2004	TMA714133	12 May 2008	12 May 2023
Mitchell & Ness LLC	MITCHELL & NESS		Chile	Mitchell & Ness LLC	Registered	1114072	07 Jul 2014	1168807	06 Nov 2015	06 Nov 2025
Mitchell & Ness LLC	MITCHELL & NESS		China	Mitchell & Ness LLC	Registered	3878370	04 Jan 2007	3878370	07 Jan 2007	06 Jan 2027
Mitchell & Ness LLC	MITCHELL & NESS		El Salvador	Mitchell & Ness LLC	Registered	E-152034-2016	13 May 2016	168	19 Sep 2017	19 Sep 2027
Mitchell & Ness LLC	MITCHELL & NESS		EUTM	Mitchell & Ness LLC	Registered	003713013	16 Mar 2004	003713013	26 May 2005	16 Mar 2024

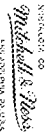

Mitchell & Ness LLC	MITCHELL & NESS		Hong Kong	Mitchell & Ness LLC	Registered	300132461	23 Dec 2003	300132461	07 May 2004	22 Dec 2023
Mitchell & Ness LLC	MITCHELL & NESS		Korea (South)	Mitchell & Ness LLC	Registered	4020040001222	09 Jan 2004	400639145	01 Dec 2013	01 Dec 2023
Mitchell & Ness LLC	MITCHELL & NESS		Malaysia	Mitchell & Ness LLC	Registered	2015007119	06 Jul 2015	2015007119	26 Aug 2016	06 Jul 2025
Mitchell & Ness LLC	MITCHELL & NESS		Mexico	Mitchell & Ness LLC	Registered	1646735	19 Aug 2015	1677834	26 Sep 2016	19 Aug 2025
Mitchell & Ness LLC	MITCHELL & NESS		New Zealand	Mitchell & Ness LLC	Registered	709635	16 Mar 2004	709635	12 Jan 2006	16 Mar 2024
Mitchell & Ness LLC	MITCHELL & NESS		Panama	Mitchell & Ness LLC	Registered	241952	25 Jun 2015	241952	25 Jun 2015	25 Jun 2025
Mitchell & Ness LLC	MITCHELL & NESS		Peru	Mitchell & Ness LLC	Registered	5862142014	19 Aug 2014	218274	26 Nov 2014	26 Nov 2024
Mitchell & Ness LLC	MITCHELL & NESS		Russian Federation	Mitchell & Ness LLC	Registered	2012742530	06 Dec 2012	510368	04 Apr 2014	06 Dec 2022

Mitchell & Ness LLC	MITCHELL & NESS		Singapore	Mitchell & Ness LLC	Registered	40201511549R	03 Jul 2015	23 Dec 2015	03 Jul 2025
Mitchell & Ness LLC	MITCHELL & NESS		Taiwan	Mitchell & Ness LLC	Registered	104071033	27 Nov 2015	01 Sep 2016	31 Aug 2026
Mitchell & Ness LLC	MITCHELL & NESS		Thailand	Mitchell & Ness LLC	Registered	9993338	13 Aug 2015	13 Aug 2015	12 Aug 2025
Mitchell & Ness LLC	MITCHELL & NESS		Vietnam	Mitchell & Ness LLC	Pending	4201516942	29 Jun 2015		
Mitchell & Ness LLC	MITCHELL & NESS		Indonesia	Sports Licensed Division of the adidas Group, LLC	Pending	D002015039906	15 Sep 2015		
Mitchell & Ness LLC	Mitchell & Ness (Ball Design)		Japan	Mitchell & Ness LLC	Registered	2004044014	13 May 2004	12 Nov 2004	12 Nov 2024
Mitchell & Ness LLC	Mitchell & Ness (Ball Design)		Australia	Mitchell & Ness LLC	Registered	1001091	07 May 2004	20 Dec 2004	07 May 2024
Mitchell & Ness LLC	Mitchell & Ness (Ball Design)		China	Mitchell & Ness LLC	Registered	4399152	04 Dec 2006	07 Sep 2008	06 Sep 2018

Mitchell & Ness LLC	Mitchell & Ness (Ball Design)		El Salvador	Mitchell & Ness LLC	Registered	E-152036-2016	13 May 2016	174314	19 Sep 2017	19 Sep 2027
Mitchell & Ness LLC	Mitchell & Ness (Ball Design)		EUTM	Mitchell & Ness LLC	Registered	003820727	06 May 2004	003820727	14 Jul 2005	06 May 2024
Mitchell & Ness LLC	Mitchell & Ness (Ball Design)		Hong Kong	Mitchell & Ness LLC	Registered	300328978	30 Nov 2004	300328978	31 Mar 2005	29 Nov 2024
Mitchell & Ness LLC	Mitchell & Ness (Ball Design)		New Zealand	Mitchell & Ness LLC	Registered	712015	07 May 2004	712015	12 Jan 2006	07 May 2024
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Philippines	Mitchell & Ness LLC	Registered	PH-4-2015-503478	24 Jun 2015	4-2015-503478	22 Feb 2016	22 Feb 2026
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		United States of America	Mitchell & Ness LLC	Registered	78272253	09 Jul 2003	2860284	06 Jul 2004	06 Jul 2024
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		United States of America	Mitchell & Ness LLC	Registered	78282205	01 Aug 2003	2845049	25 May 2004	25 May 2024
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Australia	Mitchell & Ness LLC	Registered	987080	02 Feb 2004	987080	15 Jun 2004	02 Feb 2024

Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Brazil	Mitchell & Ness LLC	Pending	90817454	3	25 Aug 2014					
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		China	Mitchell & Ness LLC	Registered	3878369		01 Jan 2004	3878369		07 Jan 2007		06 Jan 2027
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		EUTM	Mitchell & Ness LLC	Registered	00364931	6	02 Feb 2004	003649316		10 May 2005		02 Feb 2024
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Japan	Mitchell & Ness LLC	Registered	20040084	97	02 Feb 2004	0004797858		27 Aug 2004		27 Aug 2024
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Korea (South)	Mitchell & Ness LLC	Registered	40200400	04206	02 Feb 2004	400638572		01 Dec 2013		01 Dec 2023
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Malaysia	Mitchell & Ness LLC	Registered	20150071	20	06 Jul 2015	2015007120		21 Jun 2016		06 Jul 2025
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		New Zealand	Mitchell & Ness LLC	Registered	707561		02 Feb 2004	707561		09 Mar 2006		02 Feb 2024
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Panama	Mitchell & Ness LLC	Registered	241954		25 Jun 2015	241954		25 Jun 2015		25 Jun 2025

Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Singapore	Mitchell & Ness LLC	Registered	40201511554P	03 Jul 2015	23 Dec 2015	03 Jul 2025
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Taiwan	Mitchell & Ness LLC	Registered	104071032	27 Nov 2015	01 Sep 2016	31 Aug 2026
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Thailand	Mitchell & Ness LLC	Registered	9993339	13 Aug 2015	13 Aug 2015	12 Aug 2025
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Vietnam	Mitchell & Ness LLC	Pending	4201516943	29 Jun 2015		
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Canada	Mitchell & Ness, LLC	Registered	1212489	06 Apr 2004	12 May 2008	12 May 2023
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		Indonesia	Sports Licensed Division of the adidas Group, LLC	Pending	D002015039905	15 Sep 2015		
Mitchell & Ness LLC	MITCHELL & NESS (stylized)		El Salvador	Mitchell & Ness LLC	Registered	E-152035-2016	13 May 2016	06 Oct 2017	06 Oct 2027

Mitchell & Ness LLC	NOSTALGIA CO. MITCHELL & NESS PHILADELPHIA, PA. U.S.A.		United States of America	Mitchell & Ness LLC	Registered	85294827	14 Apr 2011	4073491	20 Dec 2011	20 Dec 2021
Mitchell & Ness LLC	Shark Tooth Logo		United States of America	Mitchell & Ness LLC	Registered	75177526	07 Oct 1996	2065302	27 May 1997	27 May 2027

3. Copyrights and Copyright Applications:

None.

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 201__, by MITCHELL & NESS LLC, a Delaware limited liability company ("Mitchell & Ness" and together with any other Person that may hereafter become a party to this Agreement as a grantor of liens under the Intellectual Property Security Agreement described below, collectively, "Grantors" and each a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as "Agent" under the Credit Agreement referenced below (in such capacity, together with its successors and assigns, the "Agent"):

W I T N E S S E T H

WHEREAS, Grantors and Agent are parties to a certain Intellectual Property Security Agreement, dated as of June 20, 2018 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Agent and each other Secured Party, Grantors have assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right, title and interest in, to and under the Intellectual Property Collateral of each Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantors have agreed that upon the acquisition by Grantors of any new Intellectual Property Collateral, Grantors shall deliver to Agent a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantors shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by any Grantor in and upon any Collateral under the Credit Agreement or any of the Other Documents, to secure the prompt payment and performance of all Obligations to Agent and the other Secured Parties, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of the other Secured Parties, a continuing security interest in and to and lien upon all of such Grantor's right,

title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantors agree that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantors hereby authorize Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Each Grantor hereby represents and warrants to Agent and to the other Secured Parties that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, Grantors have duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTORS:

MITCHELL & NESS LLC

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION.

By: _____
Name:
Title:

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____