

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484881

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kranos IP Corporation		04/30/2018	Corporation: DELAWARE
Kranos IP II Corporation		04/30/2018	Corporation: DELAWARE
Kranos IP III Corporation		04/30/2018	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Israel Discount Bank, as Agent
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 30

Property Type	Number	Word Mark
Registration Number:	3199778	ADVANTAGE
Registration Number:	3413542	DNA
Registration Number:	2784267	AIR
Registration Number:	3101520	DNA
Registration Number:	2722240	RECRUIT
Registration Number:	2597593	SCHUTT
Registration Number:	2697148	ADVANTAGE
Registration Number:	993757	FULL-CAGE
Registration Number:	2554553	S
Registration Number:	2130753	TUFF-PLAY
Registration Number:	2219998	HOLLYWOOD BASES
Registration Number:	1924733	PREP
Registration Number:	2049877	AIR VARSITY
Registration Number:	1924734	BULLY
Registration Number:	1932194	GOLD-POINT
Registration Number:	1814485	ARMORGUARD
Registration Number:	1636239	JACK CORBETT

OP \$765.00 3199778

Property Type	Number	Word Mark
Registration Number:	1552105	AIR
Registration Number:	1374032	SCHUTT S
Registration Number:	1323501	PRO-AIR
Registration Number:	1037930	PERMA-LACE
Registration Number:	907905	SUPER-PRO
Registration Number:	1634240	HOLLYWOOD IMPACT
Registration Number:	4377191	VENGEANCE
Registration Number:	1215983	BOLCO
Registration Number:	1855839	N
Registration Number:	2042659	ADAMS
Registration Number:	3730771	TRACE
Registration Number:	3774112	BUCKS
Registration Number:	4000181	NEUMANN

CORRESPONDENCE DATA

Fax Number: 8009144240
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: 6142803566
Email: james.murray@wolterskluwer.com
Correspondent Name: James Murray
Address Line 1: 4400 Easton Commons Way, Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Gloria Sheehan
SIGNATURE:	/Gloria Sheehan/
DATE SIGNED:	08/06/2018

Total Attachments: 9
source=image2018-08-06-093603#page1.tif
source=image2018-08-06-093603#page2.tif
source=image2018-08-06-093603#page3.tif
source=image2018-08-06-093603#page4.tif
source=image2018-08-06-093603#page5.tif
source=image2018-08-06-093603#page6.tif
source=image2018-08-06-093603#page7.tif
source=image2018-08-06-093603#page8.tif
source=image2018-08-06-093603#page9.tif

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.


<p>1. Name of conveying party(ies)/Execution Date(s):</p> <p style="text-align: center;">Kranos IP Corporation</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Company Citizenship: <u>DE</u> Execution Date(s) <u>April 30, 2018</u> Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p style="text-align: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached? Name: <u>Israel Discount Bank, as Agent</u> Internal Address: Street Address: <u>511 Fifth Avenue</u> City: <u>New York</u> State: <u>NY</u> Country: <u>USA</u> Zip: <u>10017</u></p> <p><input type="checkbox"/> Association Citizenship: <input type="checkbox"/> General Partnership Citizenship: <input type="checkbox"/> Limited Partnership Citizenship: <input type="checkbox"/> Corporation Citizenship: <input checked="" type="checkbox"/> Other Bank Citizenship: <u>USA</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
---	--

<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other Trademark Security Agreement</p>	
---	--

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No. (s) See Attached Schedule I</p>	<p>B. Trademark Registration No. (s) See Attached Schedule I</p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	---

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

<p>5. Name address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Susan O'Brien</u></p> <p>Internal Address: <u>CT Lien Solutions</u></p> <p>Street Address: <u>187 Wolf Road, Suite 101</u></p> <p>City: <u>Albany</u></p> <p>State: <u>NY</u> Zip: <u>12205</u></p> <p>Phone Number: <u>800-342-3676</u></p> <p>Fax Number: <u>800-962-7049</u></p> <p>Email Address: <u>cls-udsalbany@wolterskluwer.com</u></p>	<p>6. Total number of applications and registrations involved: 30</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers Expiration Date</p> <p>b. Deposit Account Number Authorized User Name:</p>
--	---

<p>9. Signature: </p> <p style="text-align: center;">Signature</p> <p style="text-align: center;"><u>Gloria Sheehan</u> Name of Person Signing</p>	<p style="text-align: right;">Date: <u>August 6, 2018</u></p> <p>Total number of pages including cover sheet, attachments, and document: 9</p>
---	---

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

ADDITIONAL NAMES OF CONVEYING PARTIES
TO TRADEMARK SECURITY AGREEMENT

Kranos IP II Corporation Corporation DE

Kranos IP III Corporation Corporation DE

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of April 30, 2018, is made by KRANOS IP CORPORATION, a Delaware corporation ("Kranos IP"), KRANOS IP II CORPORATION, a Delaware corporation ("Kranos IP II"), KRANOS IP III CORPORATION, a Delaware corporation ("Kranos IP III"); and together with Kranos IP and Kranos IP II, collectively, the "Grantors") in favor of Israel Discount Bank of New York (the "Agent"), located at 511 Fifth Avenue, New York, New York 10017, as agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, MAN IN THE ARENA, INC., a Delaware corporation, KRANOS HOLDING CORPORATION, a Delaware corporation, KRANOS INTERMEDIATE HOLDING CORPORATION, a Delaware corporation, KRANOS ACQUISITION CORPORATION, a Delaware corporation, KRANOS CORPORATION, a Delaware corporation, KRANOS RE CORPORATION, a Delaware corporation, KRANOS IP, KRANOS IP II, and KRANOS IP III have entered into a Credit and Security Agreement, dated as of April 30, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time the "Credit Agreement"), with the Agent and the lenders (the "Lenders") party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Venue; Jury Trial.

(a) THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.

(b) EACH PARTY HERETO IRREVOCABLY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICHEVER AGENT MAY ELECT, AND WAIVES ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR

RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, AND AGREES THAT ANY DISPUTE WITH RESPECT TO ANY SUCH MATTERS SHALL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE (EXCEPT THAT AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE OR TO COLLATERAL OR TO OTHERWISE ENFORCE ITS RIGHTS AGAINST ANY GRANTOR OR ITS OR THEIR PROPERTY).

(c) EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILED, OR, AT AGENT'S OPTION, BY SERVICE UPON SUCH GRANTOR IN ANY OTHER MANNER PROVIDED UNDER THE RULES OF ANY SUCH COURTS. WITHIN THIRTY (30) DAYS AFTER SUCH SERVICE, GRANTORS SHALL APPEAR IN ANSWER TO SUCH PROCESS, FAILING WHICH GRANTORS SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY BE ENTERED BY AGENT AGAINST GRANTORS FOR THE AMOUNT OF THE CLAIM AND OTHER RELIEF REQUESTED.

(d) EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

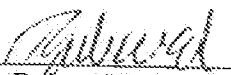
[Signature page follows]

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

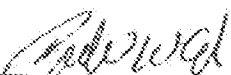
KRANOS IP CORPORATION

By: 
Name: Robert W. Erb, Jr.
Title: Chief Executive Officer

KRANOS IP II CORPORATION

By: 
Name: Robert W. Erb, Jr.
Title: Chief Executive Officer

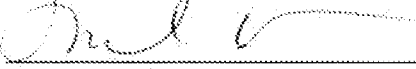
KRANOS IP III CORPORATION

By: 
Name: Robert W. Erb, Jr.
Title: Chief Executive Officer

[Trademark Security Agreement]

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW
YORK, as Agent

By: 

Name: Michael Kerneklian
Title: Senior Vice President

By: 

Name: Barry Solomon
Title: First Vice President

{Trademark Security Agreement}

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS¹

Registered Trademarks Owned By Kranos IP Corporation

Trademark	Country	Status	Serial Number	Registration Number	Registration Date
ADVANTAGE	United States	Registered	78690087	3199778	1/16/2007
DNA	United States	Registered	78979060	3413542	4/15/2008
AIR	United States	Registered	78150931	2784267	11/18/2003
DNA	United States	Registered	78287997	3101520	6/6/2006
RECRUIT	United States	Registered	76264919	2722240	6/3/2003
SCHUTT	United States	Registered	76237196	2597593	7/23/2002
ADVANTAGE	United States	Registered	76232753	2697148	3/18/2003
FULL-CAGE	United States	Registered	72449449	993757	9/24/1974
S	United States	Registered	75655497	2554553	4/2/2002
TUFF-PLAY	United States	Registered	75271342	2130753	1/20/1998
HOLLYWOOD BASES	United States	Registered	75268048	2219998	1/26/1999
PREP	United States	Registered	74474864	1924733	10/3/1995
AIR VARSITY	United States	Registered	74713065	2049877	4/1/1997
BULLY	United States	Registered	74474865	1924734	10/3/1995
GOLD-POINT	United States	Registered	74474861	1932194	10/31/1995
ARMORGUARD	United States	Registered	74277410	1814485	12/28/1993
JACK CORBETT	United States	Registered	74055033	1636239	2/26/1991
AIR	United States	Registered	73770119	1552105	8/15/1989
SCHUTT S	United States	Registered	73537034	1374032	12/3/1985

¹ To be confirmed by Grantors' counsel.

PRO-AIR	United States	Registered	73486336	1323501	3/5/1985
PERMA-LACE	United States	Registered	73061170	1037930	4/13/1976
SUPER-PRO	United States	Registered	72312504	907905	2/16/1971
HOLLYWOOD IMPACT	United States	Registered	74055028	1634240	2/5/1991
VENGEANCE	United States	Pending	85479431	4377191	7/30/2013

Registered Trademarks Owned By Kranos IP III Corporation

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Kranos IP III Corporation	United States	Bolco	App. No. 73/259,014 Reg. No. 1,215,983	App. Date April 21, 1980 Reg. Date November 9, 1982
Kranos IP III Corporation	United States	N(design)	App. No. 74/370,872 Reg. No. 1,855,839	App. Date March 23, 1993 Reg. Date September 27, 1994
Kranos IP III Corporation	United States	Adams	App. No. 74/625339 Reg. No. 2,042,659	App. Date January 25, 1995 Reg. Date March 11, 1997
Kranos IP III Corporation	United States	Trace	App. No. 77/676171 Reg. No. 3,730,771	App. Date February 23, 2009 Reg. Date December 29, 2009
Kranos IP III Corporation	United States	Bucks	App. No. 77/676873 Reg. No. 3,774,112	App. Date February 24, 2009 Reg. Date April 13, 2010
Kranos IP III Corporation	United States	Neumann	App. No. 77/676862 Reg. No. 4,000,181	App. Date February 24, 2009 Reg. Date July 26, 2011