

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487057

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eastpoint Sports Ltd., LLC		08/22/2018	Limited Liability Company: DELAWARE
Majik Ltd., LLC		08/22/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Patriot Capital IV (A), L.P.
Street Address:	509 S. Exeter Street, Suite 210
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	5036787	CLASSIC SPORT
Registration Number:	4404574	E
Registration Number:	4511176	GO! GATER
Registration Number:	4358703	SPRING FLING
Registration Number:	4369134	EASTPOINT
Registration Number:	4502457	MAJIK
Registration Number:	4459509	BIG FUN
Serial Number:	88032129	REC-TEK
Serial Number:	87320327	GO TIME GEAR
Serial Number:	87683500	NARWHAL
Serial Number:	88018712	PRO FOCUS

CORRESPONDENCE DATA

Fax Number: 6142243246

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: (614) 462-1093

Email: ipdocketcolumbus@icemiller.com

TRADEMARK

Correspondent Name: Ice Miller LLP
Address Line 1: 1500 Broadway, Suite 2900
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER: Barbara Bacon

SIGNATURE: /Barbara Bacon/

DATE SIGNED: 08/22/2018

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of August 22, 2018, by EASTPOINT SPORTS LTD., LLC a Delaware limited liability company ("EastPoint") and MAJIK LTD., LLC, a Delaware limited liability company ("Majik"; together with EastPoint, the "Grantors" and each, a "Grantor") in favor of PATRIOT CAPITAL IV (A), L.P., as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto (the "Lenders") have entered into a certain Subordinated Term Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of Lenders, a security interest in substantially all of the assets of such Grantor;

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, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and

affirms that the rights and remedies of Agent with respect to the security interest in the Trademark 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.

4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new Trademark Collateral. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark Collateral of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

5. Intercreditor. This Agreement is subject to the terms of that certain Intercreditor Agreement (the "Intercreditor Agreement") dated as of the date hereof, by and between the Agent and PNC Bank, National Association, and the Agent and each Lender, by its acceptance hereof, acknowledges and agrees to be bound by the provisions of the Intercreditor Agreement.


6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

7. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER AND JUDICIAL REFERENCE SET FORTH IN SECTION 16.1 AND 12.3 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

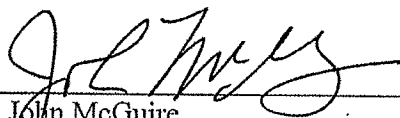
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.

EASTPOINT SPORTS LTD., LLC,
as a Grantor

By: 
Name: John McGuire
Title: Chief Financial Officer

MAJIK LTD., LLC,
as a Grantor

By: 
Name: John McGuire
Title: Chief Financial Officer

SCHEDULE 1

TRADEMARKS

OWNER	MARK	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE
EastPoint Sports Ltd., LLC	CLASSIC SPORT	85819220	5036787	9/6/16
EastPoint Sports Ltd., LLC	E	85697500	4404574	9/17/13
EastPoint Sports Ltd., LLC	GO! GATER	85467292	4511176	4/8/14
EastPoint Sports Ltd., LLC	SPRING FLING	85467271	4358703	6/25/13
EastPoint Sports Ltd., LLC	EASTPOINT	4369134	4369134	7/16/13
Majik Ltd., LLC	MAJIK	85697515	4502457	3/25/14
Majik Ltd., LLC	BIG FUN	85400096	4459509	12/31/13

TRADEMARK APPLICATIONS

OWNER	TRADEMARK APPLICATION	APPLICATION NUMBER	APPLICATION DATE
EastPoint Sports Ltd., LLC	REC-TEK	88032129	7/10/18
EastPoint Sports Ltd., LLC	GO TIME GEAR	87320327	2/1/17
EastPoint Sports Ltd., LLC	NARWHAL	87683500	11/14/17
EastPoint Sports Ltd., LLC	PRO FOCUS	88018712	6/28/18