

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554360

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JHW Acquisition Company		12/16/2019	Corporation: MINNESOTA
RECEIVING PARTY DATA			
Name:	PNC Bank, National Association		
Street Address:	500 First Avenue		
Internal Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86509191	H	
Serial Number:	85597619	J.W. HULME	
Serial Number:	85084674	SPORTING ORIGINALS	
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:	2155695619		
Email:	pecsenye@blankrome.com		
Correspondent Name:	Timothy D. Pecsénye		
Address Line 1:	Blank Rome LLP, One Logan Square		
Address Line 2:	8th Floor		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	074658-19096		
NAME OF SUBMITTER:	Timothy D. Pecsénye		
SIGNATURE:	/Timothy D. Pecsénye/		
DATE SIGNED:	12/20/2019		
Total Attachments: 10			

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TRADEMARK AND PATENT SECURITY AGREEMENT

THIS TRADEMARK AND PATENT SECURITY AGREEMENT (the "Agreement") is made as of December 16, 2019 by **JWH ACQUISITION COMPANY**, a Minnesota corporation (together with each person joined as a grantor from time to time, collectively, the "Grantors"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, in its capacity as agent (in such capacity "Agent") for the Lenders (as defined below).

W I T N E S S E T H

WHEREAS, Grantors together with certain of their affiliates (together with each Person joined as borrower to the Loan Agreement from time to time, collectively the "Borrowers") have entered into that certain Revolving Credit, Term Loan and Security Agreement with Agent and the financial institutions party thereto from time to time as lenders (the "Lenders") dated as of February 9, 2012 (as amended, restated, supplemented, modified or replaced from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Borrowers by Lenders; and

WHEREAS, Grantors have granted to Agent, for the benefit of Lenders, a security interest in certain of the assets of Grantors including all right, title and interest of Grantors in, to and under all now owned and hereafter acquired trademarks and patents, together with the goodwill of the business symbolized by Grantors' trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrowers and guarantors under the Loan Agreement.

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:

I. Incorporation of Loan Agreement. The security interest granted pursuant to this Trademark and Patent Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated in their entirety by this reference, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks and Patents made and granted hereby are more fully set forth in the Loan Agreement. In the event that any provision of this Trademark and Patent Security Agreement irreconcilably conflicts with the Loan Agreement, the provisions of the Loan Agreement shall control. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

II. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its grant pursuant to the Loan 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, acquired or arising:

(i) each trademark, trademark application, patent and patent application listed on Schedule 1 annexed hereto (such trademarks and trademark applications, the "Trademarks" and such patents and patent applications, the "Patents"), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by any Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Patent, or (b) injury to the goodwill associated with any Trademark, but excluding in each case any Excluded Collateral.

III. Termination. Upon the indefeasible payment and satisfaction in full of the Obligations (other than any contingent or indemnification Obligations), the expiration or termination of Lenders' commitment to make Advances and the termination of the Loan Agreement, this Agreement shall terminate and Agent shall, at the sole cost and expense of Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks and Patents and the products and proceeds thereof under this Trademark and Patent Security Agreement and the Loan Agreement.

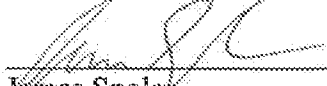
IV. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

V. Governing Law. This Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signatures to appear on following page]

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


JWH ACQUISITION COMPANY

By: 
Name: James Spolar
Title: Senior Vice President, General Counsel
and Secretary

[SIGNATURE PAGE TO POWER OF ATTORNEY TO TRADEMARK AND PATENT
SECURITY AGREEMENT]

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Name: Sherry Winick


Title: Vice President

**[SIGNATURE PAGE TO TRADEMARK AND PATENT
SECURITY AGREEMENT]**

**TRADEMARK
REEL: 006823 FRAME: 0265**

SCHEDULE 1

TRADEMARK REGISTRATIONS

Trademark	Image	Application No.	Filing Date	Registration No.	Registration Date
H & Design		86509191	21-Jan-2015	5100945	13-Dec-2016
J.W. HULME		85597619	13-Apr-2012	4605939	16-Sep-2014
SPORTING ORIGINALS		85084674	14-Jul-2010	4085320	10-Jan-2012

PATENT REGISTRATIONS

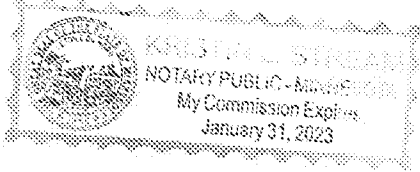
None.

COMPANY ACKNOWLEDGMENT

State of Minnesota)
 : SS
McLeod County)

This instrument was acknowledged before me on the 16th day of December, 2019, by James Spolar as Senior Vice President, General Counsel and Secretary of JWH ACQUISITION COMPANY.

[Seal]



Kristin Stream
Notary Public, State of Minnesota
My commission expires on January 31, 2023

[ACKNOWLEDGEMENT TO POWER OF ATTORNEY TRADEMARK AND PATENT SECURITY AGREEMENT]

POWER OF ATTORNEY

JWH ACQUISITION COMPANY, a Minnesota corporation (together with each person joined as a grantor from time to time, collectively, the "Grantors"), hereby authorizes **PNC BANK, NATIONAL ASSOCIATION**, its successors and assigns, and any officer or agent thereof (collectively, "Agent"), as agent for the Lenders under that certain Revolving Credit, Term Loan and Security Agreement among Agent, the financial institutions which are now or which hereafter become a party thereto as lenders (the "Lenders") and Grantors and certain of Grantors affiliates, dated as of February 9, 2012 (as amended, restated, supplemented, modified or replaced from time to time, the "Loan Agreement"), during the continuance of an Event of Default (as defined in the Loan Agreement) as the true and lawful attorney-in-fact of Grantors, with the power to endorse the name of Grantors on all applications, assignments, documents, papers and instruments necessary for Agent to enforce and effectuate its rights under that certain Trademark and Patent Security Agreement between Grantors and Agent dated as of December 16, 2019 (as amended, restated, supplemented, modified or replaced from time to time, the "Trademark and Patent Security Agreement"), including, without limitation, the power to record its interest in any Trademarks and Patents (as defined in the Trademark and Patent Security Agreement) or additional trademarks and patents of Grantors in the United States Patent and Trademark Office or other appropriate governmental office including, without limitation, the power to execute on behalf of Grantors, a supplement to the Trademark and Patent Security Agreement, to use the Trademarks and Patents or to grant or issue any exclusive or non-exclusive license under the Trademarks or Patents to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or Patents to anyone else including, without limitation, the power to execute on behalf of Grantors, a Trademark or Patent, in each case subject to the terms of the Trademark and Patent Security Agreement. Nothing herein contained shall obligate Agent to use or exercise any rights granted herein.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of the Loan Agreement.

Each Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done following the occurrence and during the continuance of an Event of Default by virtue hereof and in accordance with the terms of the Trademark and Patent Security Agreement, the Loan Agreement and the Other Documents.

This Power of Attorney shall be irrevocable for the life of the Trademark and Patent Security Agreement.

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

JWH ACQUISITION COMPANY

By: 

Name: James Spolar

Title: Senior Vice President, General Counsel
and Secretary

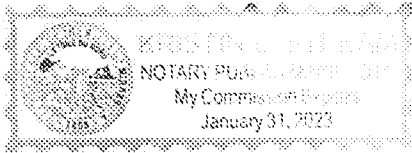
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COMPANY ACKNOWLEDGMENT

State of Minnesota)
 : SS
McLeod County)

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[Seal]



Kristin Stream
Notary Public, State of Minnesota
My commission expires on January 31, 2023

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