

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555464

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mitchell & Ness LLC		12/31/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A.		
Street Address:	115 S LaSalle Street, FI 20W		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	4452644	L	
Registration Number:	5032104	LOGO ATHLETIC	
Registration Number:	4073491	NOSTALGIA CO. MITCHELL & NESS PHILADELPH	
Registration Number:	2961371	DEFINING AUTHENTIC	
Registration Number:	2836694	MITCHELL & NESS	
Registration Number:	2836695	MITCHELL & NESS	
Registration Number:	2845049	MITCHELL & NESS	
Registration Number:	2860283	MITCHELL & NESS	
Registration Number:	2860284	MITCHELL & NESS	
Registration Number:	2065302		
Registration Number:	1761450	LOGO ATHLETIC	
Serial Number:	88632061	LOGO 7	
Serial Number:	86963728	L	
CORRESPONDENCE DATA			
Fax Number:	6173417701		
<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:	617-951-8132		
Email:	linda.salera@morganlewis.com		
TRADEMARK			

CH \$340.00 4452644

Correspondent Name: Linda A. Salera, Senior Paralegal
Address Line 1: One Federal Street
Address Line 2: c/o Morgan, Lewis & Bockius LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER: Linda A. Salera

SIGNATURE: /Linda A. Salera/

DATE SIGNED: 12/31/2019

Total Attachments: 5

source=BMO_MN - Trademark Security Agreement#page1.tif
source=BMO_MN - Trademark Security Agreement#page2.tif
source=BMO_MN - Trademark Security Agreement#page3.tif
source=BMO_MN - Trademark Security Agreement#page4.tif
source=BMO_MN - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this “**Trademark Security Agreement**”) is made as of December 31, 2019, by Mitchell & Ness LLC (“**Grantor**”), in favor of BMO HARRIS BANK, N.A. (together with its successors and assigns in such capacity, “**Grantee**”).

WHEREAS except in the case of trademark applications listed thereon that are currently “intent-to-use” applications, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Grantor has entered into a Credit and Security Agreement, dated December 31, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “**Security Agreement**”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “**Intellectual Property Collateral**”), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement). Notwithstanding anything herein to the contrary, the Intellectual Property Collateral shall not include any intent-to-use trademark applications prior to the filing of a “Statement of Use” or “Amendment to Alleged Use” with respect thereto, but solely to the extent, if any, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of such intent-to use trademark application under applicable federal law.

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Grantee and the other Secured Parties, a continuing security interest in the Intellectual Property Collateral to secure the prompt payment, performance and observance of the Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Intellectual Property Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank]


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

MITCHELL & NESS LLC

By: 
Name: Kevin Wulff
Title: President & Chief Executive Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Trademark	Application Number	Application Date	Registration Number	Registration Date
	85980424	30-AUG-2012	4452644	17-DEC-2013
LOGO ATHLETIC	85717529	30-AUG-2012	5032104	30-AUG-2016
NOSTALGIA CO. <i>Mitchell & Ness</i> PHILADELPHIA, PA. U.S.A.	85294827	14-APR-2011	4073491	20-DEC-2011
DEFINING AUTHENTIC	78316085	20-OCT-2003	2961371	07-JUN-2005
MITCHELL & NESS	78282844	04-AUG-2003	2836694	27-APR-2004
<i>Mitchell & Ness</i>	78282863	04-AUG-2003	2836695	27-APR-2004
<i>Mitchell & Ness</i>	78282205	01-AUG-2003	2845049	25-MAY-2004
MITCHELL & NESS	78272246	09-JUL-2003	2860283	06-JUL-2004

Trademark	Application Number	Application Date	Registration Number	Registration Date
	78272253	09-JUL-2003	2860284	06-JUL-2004
	75177526	07-OCT-1996	2065302	27-MAY-1997
LOGO ATHLETIC	74235175	06-JAN-1992	1761450	30-MAR-1993
LOGO 7	88632061	26-SEP-2019		
	86963728	04-APR-2016		