

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM563669

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Europa Sports Products LLC		02/21/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	McNally Capital - Europa SPV, LLC		
<b>Street Address:</b>	190 S. Lasalle Street, Suite 3250		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5025667	EUROPA SPORTS PRODUCTS	
<b>Registration Number:</b>	4570939	EUROPA GAMES GET FIT & SPORTS EXPO	
<b>Registration Number:</b>	3804295	ADEPT NUTRITION	
<b>Registration Number:</b>	2676546	EUROPA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172359493		
<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>			
<b>Phone:</b>	6179517790		
<b>Email:</b>	ronald.duvernay@ropesgray.com		
<b>Correspondent Name:</b>	Ronald M. Duvernay		
<b>Address Line 1:</b>	Prudential Tower, 800 Boylston Street		
<b>Address Line 2:</b>	Ropes & Gray LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02199-3600		
<b>ATTORNEY DOCKET NUMBER:</b>	111239-0011		
<b>NAME OF SUBMITTER:</b>	Ronald M. Duvernay		
<b>SIGNATURE:</b>	/r duvernay/		
<b>DATE SIGNED:</b>	02/25/2020		
<b>Total Attachments: 5</b>			

CH \$115.00 5025667

source=Europa (McNally) - Trademark Security Agreement#page1.tif  
source=Europa (McNally) - Trademark Security Agreement#page2.tif  
source=Europa (McNally) - Trademark Security Agreement#page3.tif  
source=Europa (McNally) - Trademark Security Agreement#page4.tif  
source=Europa (McNally) - Trademark Security Agreement#page5.tif

**This Trademark Security Agreement, the rights and obligations evidenced hereby and the liens securing this instrument and the rights and obligations evidenced hereby are subordinate and subject in right and time of payment, in the manner and to the extent set forth in that certain Subordination Agreement (as at any time amended, restated, supplemented or otherwise modified from time to time, the “Subordination Agreement”) dated as of February 21, 2020 among (i) the Borrowers (as hereinafter defined), (ii) CIT Northbridge Credit LLC, as agent (the “Senior Agent”) for the various financial institutions (collectively, the “Senior Lenders”) party from time to time to that certain Loan, Security and Guarantee Agreement dated as of February 21, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the Senior Lenders and the Senior Agent, (iii) McNally Capital – Europa SPV, LLC, as “Subordinated Agent” and (iv) each “Subordinated Lender” (as hereinafter defined) from time to time party thereto, to the prior payment in full in cash of all Senior Debt (as such term is defined in the Subordination Agreement) and the termination of all commitments to lend under the documents related thereto, and Subordinated Lenders irrevocably agree to be bound by the provisions of the Subordination Agreement.**

### TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 21, 2020, by the undersigned (“Grantor”), in favor of MCNALLY CAPITAL – EUROPA SPV, LLC, in its capacity as agent (“Subordinated Agent”) for the Subordinated Lenders (as hereinafter defined).

#### W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Subordinated Loan and Security Agreement dated as of May 4, 2016 (including all exhibits and schedules thereto, and as from time to time amended, restated supplemented or otherwise modified, the “Loan Agreement”) by and among Grantor, Hubmatrix LLC, a Delaware limited liability company (“Hubmatrix”), Lone Star Distribution LLC, a Delaware limited liability company (“Lone Star”), Lone Star Distribution Holdings LLC, a Delaware limited liability company (“Holdings”), the other Persons from time to time party to the Loan Agreement as Borrowers, if any (together with Grantor, Hubmatrix, Lone Star and Holdings, collectively, “Borrowers” and each, a “Borrower”), Subordinated Agent and the financial institutions (“Subordinated Lenders”) from time to time party thereto, Subordinated Agent and Subordinated Lenders have agreed to make Loans for the benefit of Borrowers;

WHEREAS, Subordinated Agent and Subordinated Lenders are willing to make the Loans as provided for in the Loan Agreement; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Subordinated Agent, for itself and the ratable benefit of Subordinated Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.
2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. To secure prompt payment and performance of the Obligations, Grantor hereby grants to Subordinated Agent,

on behalf of itself and Subordinated Lenders, a continuing second priority security interest in all of Grantor's right, title and interest in, to and under the following (except to the extent that any of the following constitutes Excluded Property, as defined in the Credit Agreement), whether presently existing or hereafter created or acquired (exclusive of any below-mentioned licenses which, by their terms do not permit the assignment thereof, but solely to the extent that such anti-assignment provisions are effective under the Uniform Commercial Code) (collectively, the "Trademark Collateral"):

- (a) all of its registered Trademarks set forth on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) subject to the Loan Agreement, all goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- (d) subject to the Loan Agreement, all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Subordinated Agent, on behalf of itself and Subordinated Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Subordinated Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Trademark Licenses, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Subordinated Agent with respect to any such new Trademarks or Trademark Licenses or renewal or extension of any Trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Subordinated Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new Trademarks or Trademark Licenses of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Subordinated Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security 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 Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement.

6. SUBORDINATION AGREEMENT. In the event of any conflict between the terms of the Subordination Agreement and this Trademark Security Agreement, the terms of the Subordination Agreement shall govern and control.

[signature pages follow]

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

**EUROPA SPORTS PRODUCTS LLC**, a Delaware  
limited liability company

By: 

Name: Anthony Todaro

Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

MCNALLY CAPITAL – EUROPA SPV, LLC,  
as Subordinated Agent

By: Adam R. Lerner  
Name: Adam R. Lerner  
Title: Partner

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**US Trademarks**

<b>MARK</b>	<b>REGISTRATION NUMBER</b>	<b>DATE</b>	<b>GRANTOR</b>
EUROPA SPORTS PRODUCTS	5025667	8/23/2016	Europa Sports Products LLC
EUROPA GAMES GET FIT & SPORTS EXPO	4570939	7/22/2014	Europa Sports Products LLC
ADEPT NUTRITION	3804295	6/15/2010	Europa Sports Products LLC
EUROPA	2676546	1/21/2003	Europa Sports Products LLC