

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM574874

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
City Gear, LLC		04/16/2020	Limited Liability Company: TENNESSEE
RECEIVING PARTY DATA			
Name:	Regions Bank		
Street Address:	1900 5th Avenue North		
Internal Address:	Upper Lobby		
City:	Birmingham		
State/Country:	ALABAMA		
Postal Code:	35203		
Entity Type:	Corporation: ALABAMA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5107399	GRINDHOUSE	
Registration Number:	5107398	GRINDHOUSE DENIM	
Registration Number:	4675462	CITY GEAR	
Registration Number:	4413864	CITY G.E.A.R.	
Registration Number:	4398655	CITY G.E.A.R	
Registration Number:	5008316	CITY GEAR	
Registration Number:	3479737	DEVEROES	
CORRESPONDENCE DATA			
Fax Number:	2052541999		
<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:	2052541041		
Email:	tebbert@maynardcooper.com		
Correspondent Name:	J. Kris Lowry		
Address Line 1:	1901 6th Ave North		
Address Line 2:	Suite 2400		
Address Line 4:	Birmingham, ALABAMA 35203		
ATTORNEY DOCKET NUMBER:	14909.0323		

CH \$190.00 5107399

NAME OF SUBMITTER:	J. Kris Lowry
SIGNATURE:	/J. Kris Lowry/
DATE SIGNED:	05/05/2020
Total Attachments: 5 source=REGIONS HIBBETT'20 EXECUTED IP Security Agreement (Trademarks) (City Gear, LLC)#page1.tif source=REGIONS HIBBETT'20 EXECUTED IP Security Agreement (Trademarks) (City Gear, LLC)#page2.tif source=REGIONS HIBBETT'20 EXECUTED IP Security Agreement (Trademarks) (City Gear, LLC)#page3.tif source=REGIONS HIBBETT'20 EXECUTED IP Security Agreement (Trademarks) (City Gear, LLC)#page4.tif source=REGIONS HIBBETT'20 EXECUTED IP Security Agreement (Trademarks) (City Gear, LLC)#page5.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made this 16th day of April, 2020, between CITY GEAR, LLC, a Tennessee limited liability company ("Grantor") and REGIONS BANK, an Alabama banking corporation ("Lender").

WHEREAS, Grantor owns the trademarks (the "Trademarks") listed on Schedule A attached hereto, as the same may be amended from time to time;

WHEREAS, Grantor and certain of its affiliates have entered into that certain Second Amended and Restated Note dated as of even date herewith (as the same may hereafter be amended, restated, modified or supplemented from time to time, the "Note"; capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Note);

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith executed by Grantor in favor of Lender (the "Security Agreement"), Grantor has granted to Lender a security interest in all its personal property and assets, including, without limitation, the assets listed on Schedule A attached hereto, as collateral to secure the Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:


1. Grantor does hereby grant to Lender a security interest in the following property, wherever arising or located (the "IP Collateral"): all of Grantor's right, title and interest in and to the Trademarks now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title, interest or license to, including all proceeds and products of any and all of the foregoing. Notwithstanding anything contained in this Agreement or any other Credit Document to the contrary, "IP Collateral" shall not include any "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 the registrability of such "intent to use" trademark applications and the validity or enforceability of such "intent to use" trademark registrations issuing from such application under applicable federal law.
2. Grantor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to its security interests in the IP Collateral made and granted herein are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein, and include, without limitation, all rights and remedies of a secured party under the Uniform Commercial Code as adopted by the State of Alabama as in effect from time to time.
3. This Agreement has been delivered at Birmingham, Alabama and shall be governed by and construed and enforced in accordance with the laws of the State of Alabama (without regard to conflict of law principles). Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such

provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

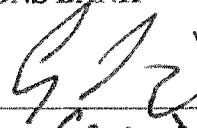
[Signature pages follow]

IN WITNESS WHEREOF, the undersigned Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

CITY GEAR, LLC

By: 
Name: Michael E. Longo
Title: President and CEO

REGIONS BANK

By: 
Name: Greg P. Grilling
Title: Director & SVP

SCHEDULE A

Registered Trademarks						
Country	Office	Word Mark	Owner	Serial No.	Registration No.	Registration Date
United States	USPTO	GRINDHOUSE	City Gear, LLC	86568560	5107399	December 27, 2016
United States	USPTO	GRINDHOUSE DENIM	City Gear, LLC	86568545	5107398	December 27, 2016
United States	USPTO	CITY GEAR	City Gear, LLC	86332381	4675462	January 20, 2015
United States	USPTO	CITY G.E.A.R.	City Gear, LLC	85837516	4413864	October 8, 2013
United States	USPTO	CITY G.E.A.R	City Gear, LLC	85668334	4398655	September 10, 2013
United States	USPTO	CITY GEAR	City Gear, LLC	85691443	5008316	July 26, 2016
United States	USPTO	DEVEROES	City Gear, LLC	77334941	3479737	August 5, 2008