## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM581962

| SUBMISSION TYPE:      | NEW ASSIGNMENT     |  |  |
|-----------------------|--------------------|--|--|
| NATURE OF CONVEYANCE: | Security Agreement |  |  |

#### **CONVEYING PARTY DATA**

| Name               | Formerly | Execution Date | Entity Type                                |
|--------------------|----------|----------------|--|
| VARSITY SPIRIT LLC |          | 06/16/2020     | Limited Liability Company:<br>TENNESSEE    |
| BSN Sports, LLC    |          | 06/16/2020     | Limited Liability Corporation:<br>DELAWARE |

#### **RECEIVING PARTY DATA**

| Name:                           | Goldman Sachs Bank USA     |  |  |  |
|---------------------------------|----------------------------|--|--|--|
| Street Address: 200 West Street |                            |  |  |  |
| City: NEW YORK                  |                            |  |  |  |
| State/Country:                  | NEW YORK                   |  |  |  |
| Postal Code:                    | 10282                      |  |  |  |
| Entity Type:                    | Association: UNITED STATES |  |  |  |

#### **PROPERTY NUMBERS Total: 12**

| Property Type        | Number                             | Word Mark                                |  |
|----------------------|------------------------------------|--|--|
| Registration Number: | 5561174                            | BATTLE IN THE ARENA                      |  |
| Registration Number: | 5783642                            | DOUBLE DOWN                              |  |
| Registration Number: | 5421818                            | JOHNNY MAC'S                             |  |
| Registration Number: | 5561210                            | JP PENNANT                               |  |
| Registration Number: | 5894092                            | VARSITY BRANDS IMPACT                    |  |
| Serial Number:       | 88105643                           | BSN SPORTS THE HEART OF THE GAME VICTORY |  |
| Serial Number:       | 88783192 BSN SPORTS SIDELINE STORE |  |  |
| Serial Number:       | 87700094                           | BSN SPORTS THE HEART OF THE GAME         |  |
| Serial Number:       | 88611306                           | VARSITY PERFORMING ARTS                  |  |
| Serial Number:       | 88501703                           | VARSITY PRO                              |  |
| Serial Number:       | 87933342                           | PARACHEER USA                            |  |
| Serial Number:       | 76459416                           | JAMFEST                                  |  |

#### **CORRESPONDENCE DATA**

**Fax Number:** 8009144240

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:** 800-713-0755

<del>TRADEMARK</del>

900554501 REEL: 006974 FRAME: 0203

Email: Ted.mulligan@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Andrew Frank Garcla

SIGNATURE: /Andrew Frank Garcla/

**DATE SIGNED:** 06/18/2020

#### **Total Attachments: 7**

source=Compiled and Signed Trademark Security Agreement (Varsity)\_V\_1 (003)#page1.tif source=Compiled and Signed Trademark Security Agreement (Varsity)\_V\_1 (003)#page2.tif source=Compiled and Signed Trademark Security Agreement (Varsity)\_V\_1 (003)#page3.tif source=Compiled and Signed Trademark Security Agreement (Varsity)\_V\_1 (003)#page4.tif source=Compiled and Signed Trademark Security Agreement (Varsity)\_V\_1 (003)#page5.tif source=Compiled and Signed Trademark Security Agreement (Varsity)\_V\_1 (003)#page6.tif source=Compiled and Signed Trademark Security Agreement (Varsity)\_V\_1 (003)#page7.tif

| DMB Collection 0651-0027 (ex p. 6/30/2005   | United States Patent and Trademark Office   |
|---|---|
|   | DRM COVER SHEET   |
|   | RKS ONLY  |
| <ol> <li>the director of the U. S. Patent and Trademark Office: Pleas</li> <li>Name of conveying party(ies)/Execution Date(s):</li> </ol> | e record the attached documents or the new address(es) below.  2. Name and address of receiving party(ies)    |
|   | ☐ Yes   |
| <u>VARSITY SPIRIT LLC</u>   | Additional names, addresses, or citizenship attached?  No   |
|   | Name: Goldman Sachs Bank USA  |
| ☐ Individual(s) ☐ Association   | Internal  |
| ☐General Partnership ☐Limited Partnership   | Address:  |
| Corporation   | Street Address: 200 West Street   |
|   | City: New York  |
| Citizenship: <u>TN</u>  | Oity. New York  |
| Execution Date(s) June 16, 2020   | State: NY   |
| Additional names of conveying parties attached?   | Country: USA Zip: 10282   |
|   | · <del></del>   |
| 3. Nature of conveyance:  | ☑ Association Citizenship: <u>USA</u>   |
|   | ☐ General Partnership Citizenship:  |
| Assignment Merger   | ☐ Limited Partnership Citizenship:  |
| ☐ Security Agreement ☐ Change of Name   | Corporation Citizenship:  |
| Other   | Other Citizenship:  |
|   | If assignee is not domiciled in the United States, a domestic   |
|   | representative designation is attached.   Yes  No  (Designations must be a separate document from assignment) |
| 4. Application number(s) or registration number(s) and ident  | fication or description of the Trademark.   |
| A. Trademark Application No.(s) See Attached Schedule A   | B. Trademark Registration No.(s) See Attached Schedule A Additional sheet(s) attached? ☑ Yes ☐No              |
| C. Identification or Description of Trademark(s) (and Filing Date if  | Application or Registration Number is unknown)  |
| 5. Name address of party to whom correspondence   | 6. Total number of applications and   |
| concerning document should be mailed:   | registrations involved: 12  |
| Name: Andrew Frank Garcia   | 7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$   |
| Internal Address: Otterbourg P.C.   | Authorized to be charged by credit card   |
| Street Address: 230 Park Avenue   | ☐ Authorized to be charged to deposit account   |
| City: New York  | Enclosed  |
| ,   | 8. Payment Information:   |
| <del>_</del>  | a. Credit Card Last 4 Numbers   |
| Phone Number: <u>212-682-6104</u>   | Expiration Date   |
| Fax Number:   | b. Deposit Account Number   |
| Email Address: agarcia@otterbourg.com   | Authorized User Name:   |
|   |   |
| Ol Aller  |   |
| 9. Signature: Signature   | <u>June 18, 2020</u><br>Date  |
| $\mathcal{A}$   | Total number of pages including cover sheet, attachments, and document: 7                                     |
| <u>Andrew Frank Garcia</u>  | shoot, attachments, and document. T   |

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Name of Person Signing

# ITEM 1 (cont'd) to Trademarks Recordation Form Cover Sheet

## **Additional Parties**

| Entity          | Jurisdiction of<br>Organization | Type of Entity                | <u>Citizenship</u> |  |
|-----------------|---------------------------------|-------------------------------|--------------------|--|
| BSN Sports, LLC | Delaware                        | Limited Liability Corporation | USA-Delaware       |  |

# GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, VARSITY SPIRIT LLC and BSN SPORTS, LLC (the "Grantors"), hereby grants to GOLDMAN SACHS BANK USA, in its capacity as administrative and collateral agent (in such capacity, the "Grantee"), a continuing security interest in (a) all of the Grantors' right, title and interest in, to and under to the United States trademarks, tradenames, trade dress and service marks and all trademark registrations and trademark applications and recordings (the "Marks") set forth on Schedule A attached hereto, (b) all rights and privileges arising under applicable law with respect to the Grantors' use of any trademarks, tradenames, trade dress and service marks, (c) the goodwill of the business symbolized by each of the Marks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Marks (d) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Marks, (e) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (f) the right to sue for past, present and future infringements thereof, (g) all rights corresponding thereto, (h) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by the Grantor against third parties for past or future infringement of the Marks and (i) all causes of action arising prior to or after the date hereof for unfair competition regarding the Marks.

THIS GRANT (the "Grant") is made to secure the satisfactory performance and payment of all the Obligations of the Grantors, as such term is defined in the ABL Pledge and Security Agreement by, among others, the Grantors and the Grantee, dated as of December 11, 2014 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

This Grant may be executed in any number of 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.

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IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 16th day of June, 2020.

VARSITY SPIRIT, LLC, BSN SPORTS, LLC,

each as Grantor

Buton Brillhart

By: F08156E00CB14B7...
Name: Burton Brillhart

Title: Secretary

GOLDMAN SACHS BANK USA, as Administrative and Collateral Agent as Grantee

By:\_\_\_ Name:

400000000

Title:

### **Current and Pending Trademarks**

|    | Trademark/Image   | Application Number Application n Date | Registration<br>Number<br>Registration<br>Date | Jurisdictio<br>n | Status  | Grantor               |
|----|---|---------------------------------------|--|------------------|---|-----------------------|
| 1. | Battle in the Arena   | 87825995<br>3/8/2018                  | 5561174<br>9/11/2018                           | U.S.             | REGISTERED                                    | Varsity Spirit<br>LLC |
| 2. | DOUBLE DOWN Logo  | 88/100,325<br>8/31/2018               | 5783642<br>6/18/2019                           | U.S.             | REGISTERED                                    | Varsity Spirit<br>LLC |
| 3. | JOHNNY MAC'S  | 87406640<br>4/11/2017                 | 5421818<br>3/13/2018                           | U.S.             | REGISTERED                                    | BSN Sports,<br>LLC    |
| 4. | PENNANT (Stylized)  | 87862468<br>4/4/2018                  | 5561210<br>9/11/2018                           | U.S.             | REGISTERED                                    | BSN Sports,<br>LLC    |
|    |   |                                       |  |                  |   |                       |
| 5. | VARSITY BRANDS<br>IMPACT  | 87706948<br>12/4/2017                 | 5894092<br>10/29/2019                          | U.S.             | REGISTERED                                    | Varsity Spirit<br>LLC |
| 6. | BSN SPORTS THE HEART OF THE GAME VICTORY UNIFORMS & Design  VICTORY         | 88105643<br>9/5/2018                  |  | U.S.             | PENDING<br>Renewal<br>11/14/2020              | BSN Sports,<br>LLC    |
| 7. | BSN SPORTS SIDELINE STORE & Design  SILL STORE                              | 88783192<br>2/3/2020                  |  | U.S.             | PENDING<br>Convention<br>Deadline<br>8/3/2020 | BSN Sports,<br>LLC    |
| 8. | BSN SPORTS THE HEART OF THE GAME & Design  BSN SPORTS THE HEART OF THE GAME | 87700094<br>11/28/<br>2017            |  | U.S.             | ALLOWED,<br>Renewal due<br>7/31/2020          | BSN Sports,<br>LLC    |

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| 9.  | VARSITY<br>PERFORMANCING<br>ARTS | 88611306<br>9/10/2019  |                      | U.S. | PENDING   | Varsity Spirit<br>LLC |
|-----|----------------------------------|------------------------|----------------------|------|---|-----------------------|
| 10. | VARSITY PRO                      | 88501703<br>7/5/2019   |                      | U.S. | PENDING   | Varsity Spirit<br>LLC |
| 11. | PARACHEER USA & Design           | 87933342<br>5/23/2018  |                      | U.S. | ALLOWED,<br>Next EOT due<br>7/9/2020                    | Varsity Spirit<br>LLC |
| 12. | JAMFEST                          | 76459416<br>10/15/2002 | 2769050<br>9/30/2003 | U.S. | REGISTERED Merger and Change of Name Recorded 5/14/2020 | Varsity Spirit<br>LLC |