

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM581991

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Varsity Spirit, LLC		06/16/2020	Limited Liability Company: TENNESSEE
BSN Sports, LLC		06/16/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JEFFERIES FINANCE LLC		
<b>Street Address:</b>	520 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 12</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5561174	BATTLE IN THE ARENA	
<b>Registration Number:</b>	5783642	DOUBLE DOWN	
<b>Registration Number:</b>	5421818	JOHNNY MAC'S	
<b>Registration Number:</b>	5561210	JP PENNANT	
<b>Registration Number:</b>	5894092	VARSITY BRANDS IMPACT	
<b>Serial Number:</b>	88105643	BSN SPORTS THE HEART OF THE GAME VICTORY	
<b>Serial Number:</b>	88783192	BSN SPORTS SIDELINE STORE	
<b>Serial Number:</b>	87700094	BSN SPORTS THE HEART OF THE GAME	
<b>Serial Number:</b>	88611306	VARSITY PERFORMING ARTS	
<b>Serial Number:</b>	88501703	VARSITY PRO	
<b>Serial Number:</b>	87933342	PARACHEER USA	
<b>Registration Number:</b>	2769050	JAMFEST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
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.			
<b>TRADEMARK</b>			

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**Phone:** 2129693000  
**Email:** trademark@proskauer.com  
**Correspondent Name:** Al Lucia  
**Address Line 1:** Eleven Times Square  
**Address Line 2:** Proskauer Rose LLP  
**Address Line 4:** New York, NEW YORK 10036-8299

<b>NAME OF SUBMITTER:</b>	Al Lucia
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<b>SIGNATURE:</b>	/Al Lucia/
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<b>DATE SIGNED:</b>	06/18/2020
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**Total Attachments: 5**

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GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, VARSITY SPIRIT LLC and BSN SPORTS, LLC (the “Grantors”), hereby grant to JEFFERIES FINANCE LLC, 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 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 any 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.

Each of the Grantors authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.

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 Amended and Restated Pledge and Security Agreement by and among Hercules Achievement, Inc., a Delaware corporation, Varsity Brands Holding Co., Inc., an Indiana corporation, the Guarantors party thereto and the Grantee, dated as of December 15, 2017 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). The Grantors do hereby acknowledge and confirm that the grant of the security interest herein, and the rights and remedies of the Grantee with respect to the security interest granted herein, are more fully 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.

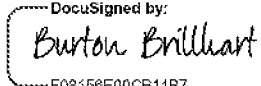
This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

By:  \_\_\_\_\_  
F08158E00CB14B7...  
Name: Burton Brillhart  
Title: Secretary


**JEFFERIES FINANCE LLC,**  
as Administrative and Collateral Agent  
as Grantee

By: J.R. Young  
Name: J.R. Young  
Title: Managing Director

## SCHEDULE A

### Current and Pending Trademarks

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

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

Signature Page to IP Security Agreement