

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617735

<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>
Bally Schuhfabriken AG		12/17/2020	Aktiengesellschaft (Ag): SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Skandinaviska Enskilda Banken AB, as security agent		
<b>Street Address:</b>	One Carter Lane		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	EC4V 5AN		
<b>Entity Type:</b>	Aktiebolag: SWEDEN		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2213951	BALLY	
<b>Registration Number:</b>	1269519	BALLY	
<b>Registration Number:</b>	1013838	BALLY	
<b>Registration Number:</b>	2778844	BALLY	
<b>Registration Number:</b>	5541097	BALLY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026375910		
<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>	2026375600		
<b>Email:</b>	DCPTOTrademarkMail@hoganlovells.com		
<b>Correspondent Name:</b>	Brendan C. Quinn		
<b>Address Line 1:</b>	555 13th Street, NW		
<b>Address Line 2:</b>	Hogan Lovells US LLP		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	1V1063.347		
<b>NAME OF SUBMITTER:</b>	Katherine Bastian		
<b>SIGNATURE:</b>	/KB/		
<b>DATE SIGNED:</b>	12/31/2020		

CH \$140.00 2213951

**Total Attachments: 35**

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# IP Pledge Agreement

dated 17 December 2020

by and between

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**Bally Schuhfabriken AG** (the **Pledgor**)  
Via Industria 1, 6987 Caslano TI, Switzerland and registered with the  
Commercial Register of the Canton of Ticino under no. CHE-105.746.320

and

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**Skandinaviska Enskilda Banken AB (publ)** (the **Security Agent**)  
One Carter Lane, London EC4V 5AN, United Kingdom

as security agent and pledgee, acting for itself (including as creditor of the Parallel Debt)  
and as direct representative (*direkter Stellvertreter*) in the name and for the account of all  
other Secured Parties

and

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the **Secured Parties** (the **Pledgees**)

represented for all purposes hereof by the Security Agent as direct representative  
(*direkter Stellvertreter*)

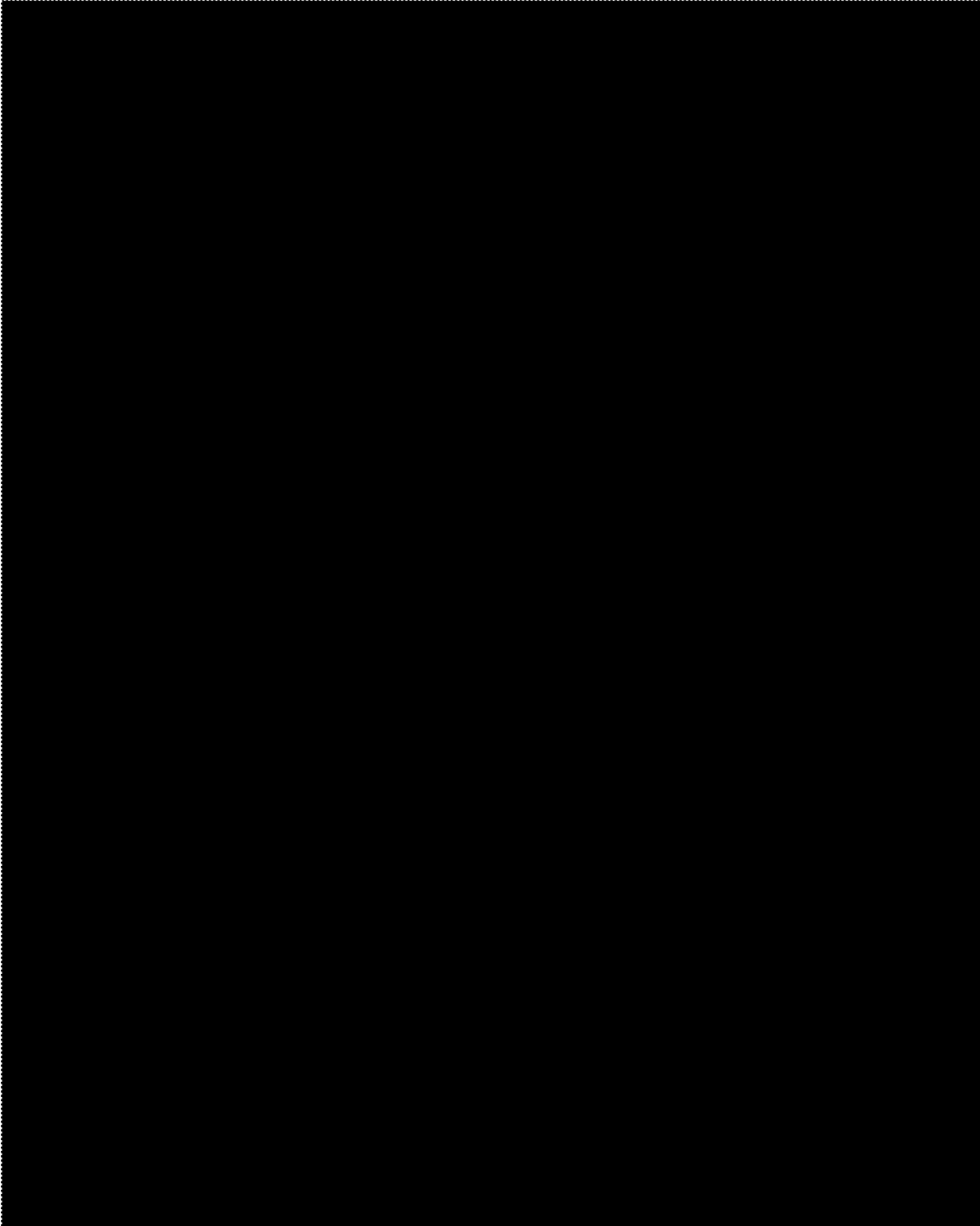
regarding

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**the pledge of all the Intellectual Property and Related Assets of the Pledgor**

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**Table of Contents**





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**WHEREAS**

- A. On or around the date hereof, a [REDACTED] facility agreement has been entered into between, among others, Bally Schuhfabriken AG as Original Borrower and Original Guarantor, Bally International SA as Original Guarantor and Bank of America Europe Designated Activity Company, Skandinaviska Enskilda Banken AB (publ) Frankfurt Branch and Bank CIC (Switzerland) Ltd. as Arranger Skandinaviska Enskilda Banken AB (publ) as Agent and Security Agent and the financial institutions listed in part B of schedule 1 (*The Original Parties*) thereto (all as defined therein) (the **Facility Agreement**).
- B. It is a condition under the Facility Agreement that, as Security (as defined below) for the due and punctual fulfilment of the Secured Obligations (as defined below), the Pledgor grants a pledge to the Pledges over the Pledged Assets (as defined below).
- C. [REDACTED]
- D. The Pledgor is willing to pledge the Pledged Assets to the Pledges as provided herein.

**NOW THEREFORE**, the parties hereto (the **Parties**) agree as follows:

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**1. Definitions and construction**

**1.1. Definitions**

[REDACTED]

When used in this Agreement only, the following capitalised terms shall have the meaning assigned to them below:

**Agreement** means this IP pledge agreement and its schedules.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Intellectual Property** means all rights, titles and interests it has under and in relation to the trademarks listed in Schedule 2 (the **Trademarks**).

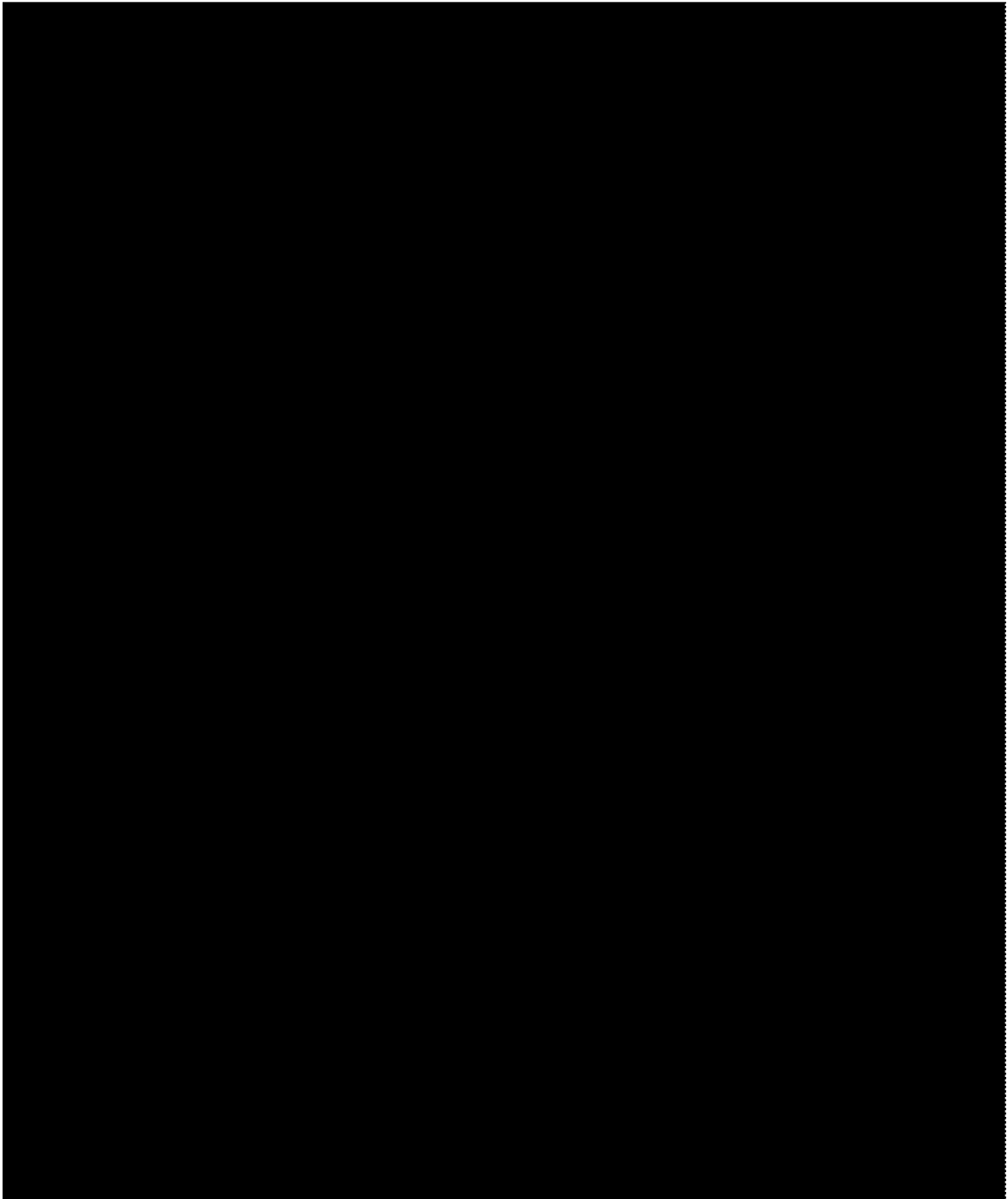
[REDACTED]

**Pledged Assets** means the Intellectual Property and Related Assets or any other security or asset that is to be or will be pledged to the Pledges under this Agreement.

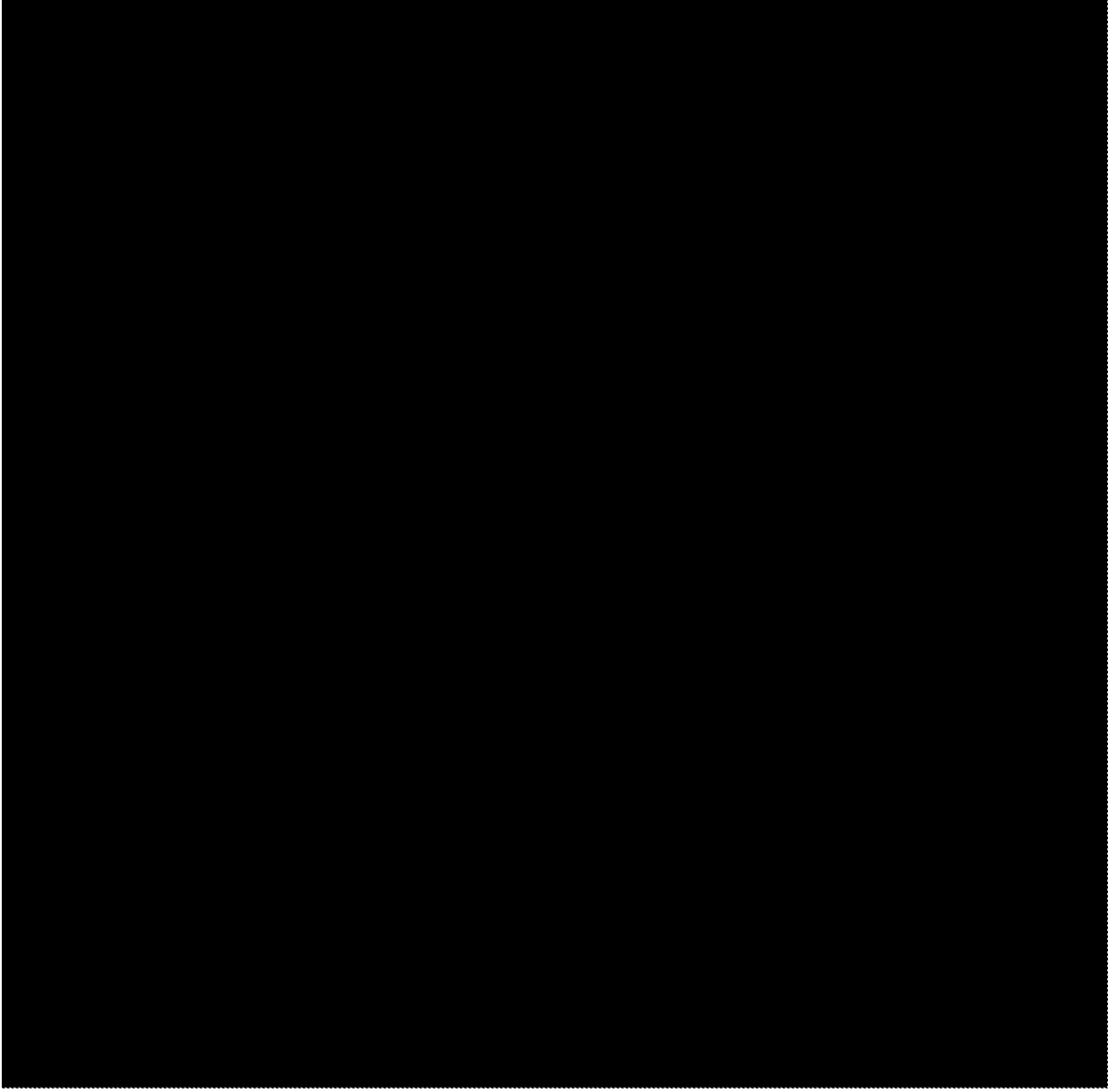
**Pledges** means all existing Secured Parties, including those listed in Schedule 1 (together the **Original Pledges**) as well as any future Secured Party which becomes a Pledge pursuant to Clause 10(a) (*Additional Pledges; power of*

*attorney*), but excluding any person which pursuant to Clause 10(a) (*Additional Pledges; power of attorney*) has ceased to be a Pledgee.

**Pledgor** has the meaning given to such term on the cover page of this Agreement.







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**2. Pledge and Pledgor's obligations**

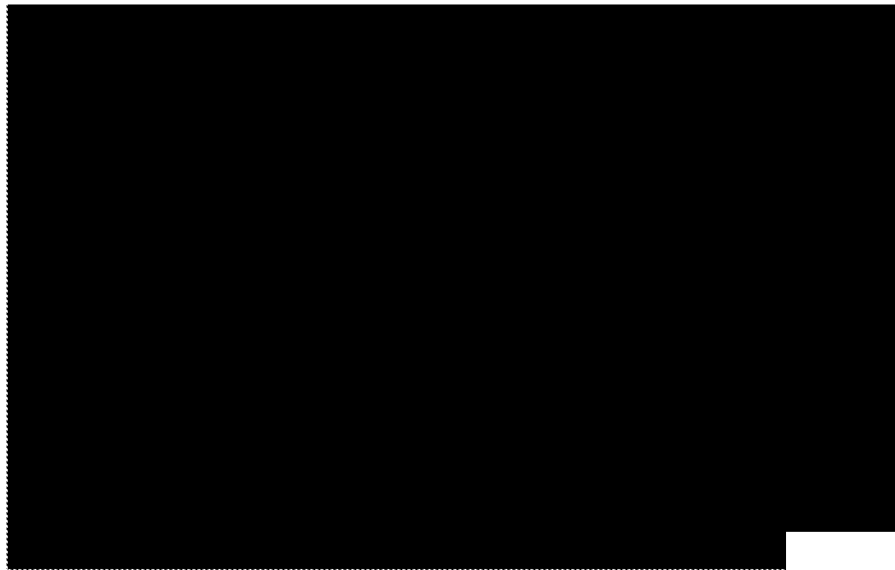
**2.1. Undertaking to pledge**

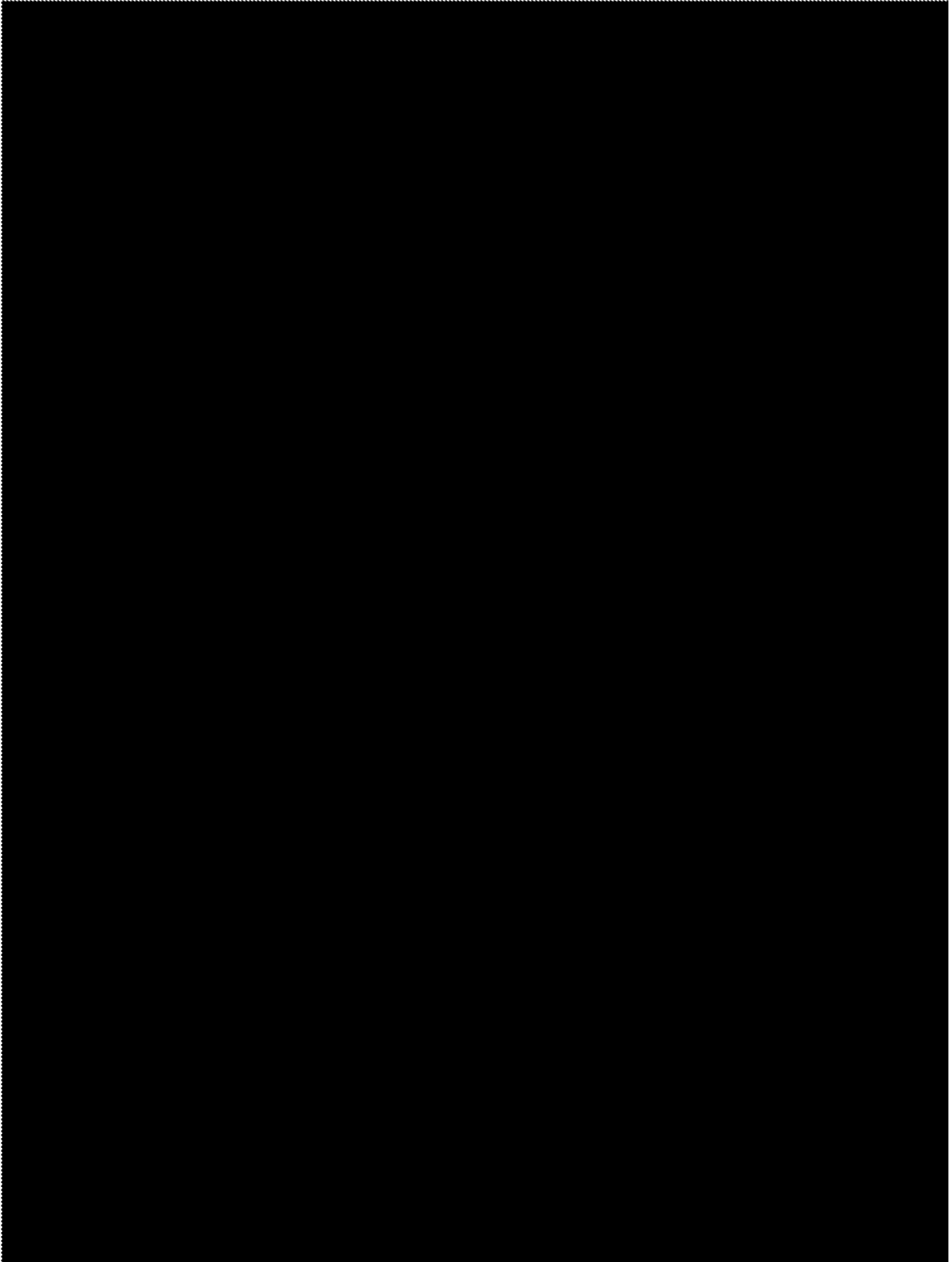
The Pledgor hereby agrees to pledge to the Pledgees, directly represented by the Security Agent, acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of

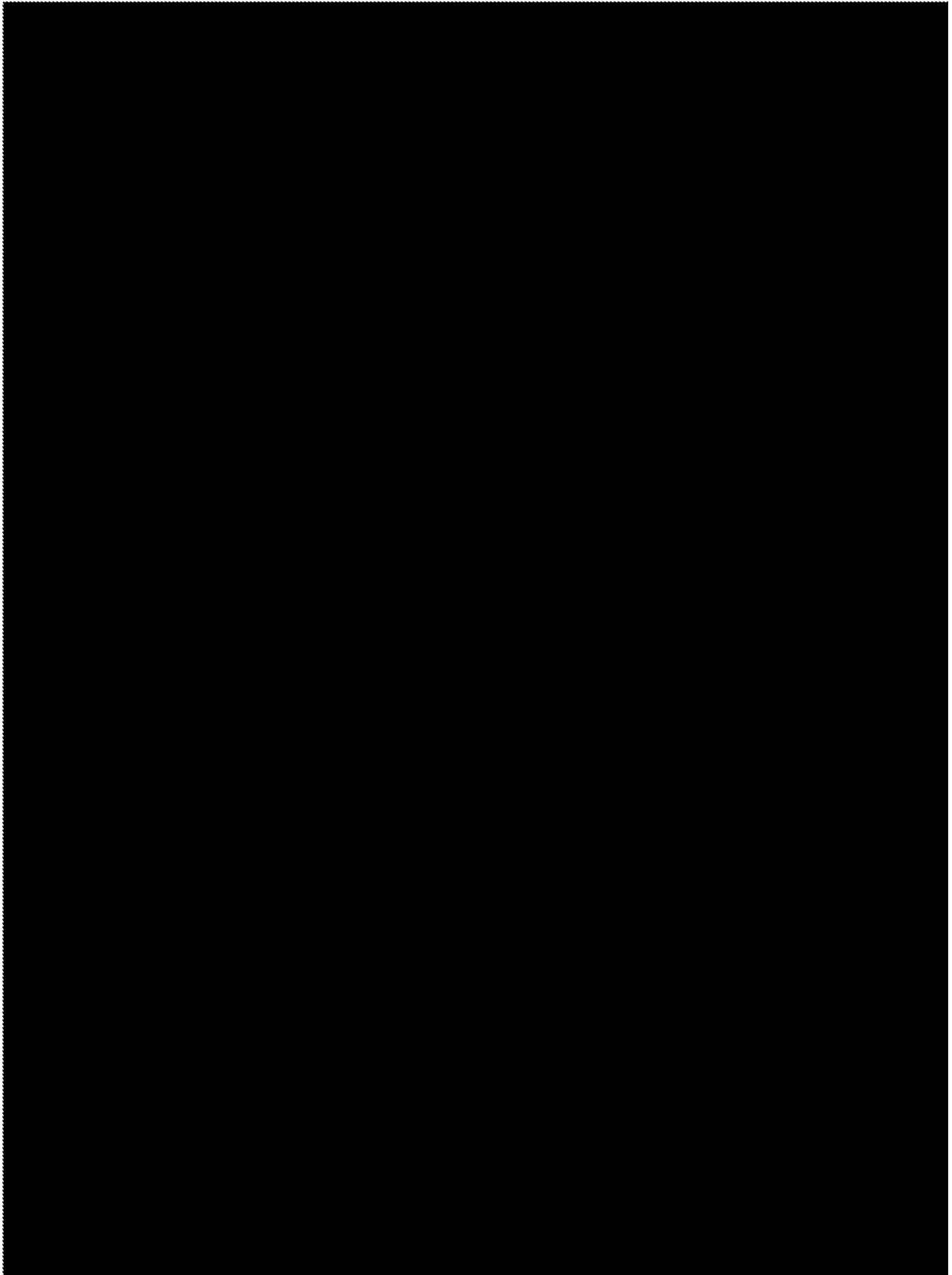
the other Pledgees, the Pledged Assets free and clear of any Security in favour of third parties and as continuing first ranking Security for the Secured Obligations

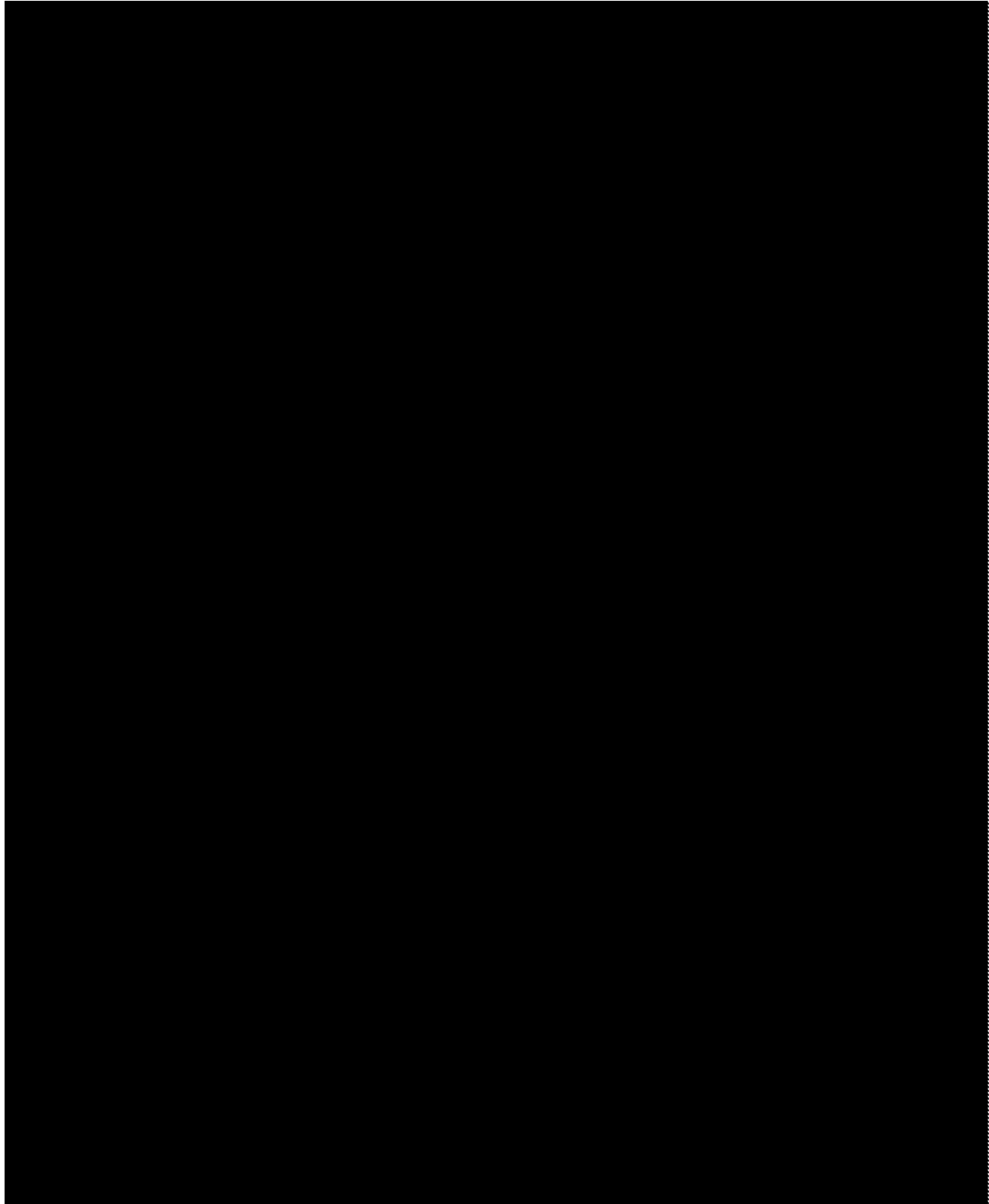
## 2.2. Effecting of the Pledge

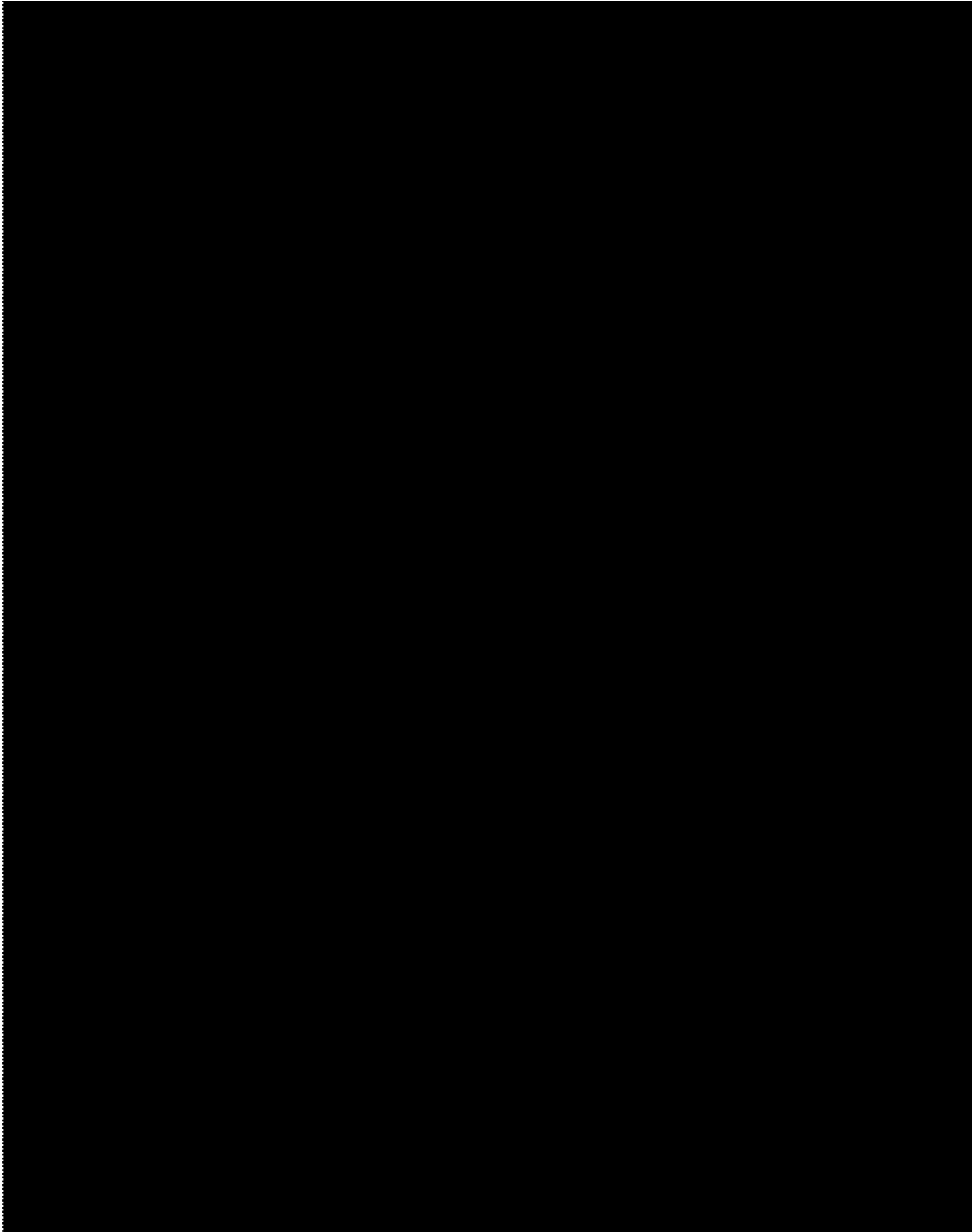
- (a) For the purposes of effecting the Pledge as described in Clause 2.1 (*Undertaking to pledge*), the Pledgor hereby pledges with immediate effect as per the date hereof all Pledged Assets to the Pledgees, directly represented by the Security Agent, acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Pledgees, as a continuing first ranking Security, free and clear of any Security in favour of third parties in order to secure the Secured Obligations.
- (b) The Pledge of the Pledged Assets shall be effective as of the date hereof and shall be valid regardless of whether or not such Pledge can be registered and regardless of whether or not the Pledge is or will be registered with the competent registration organisation.

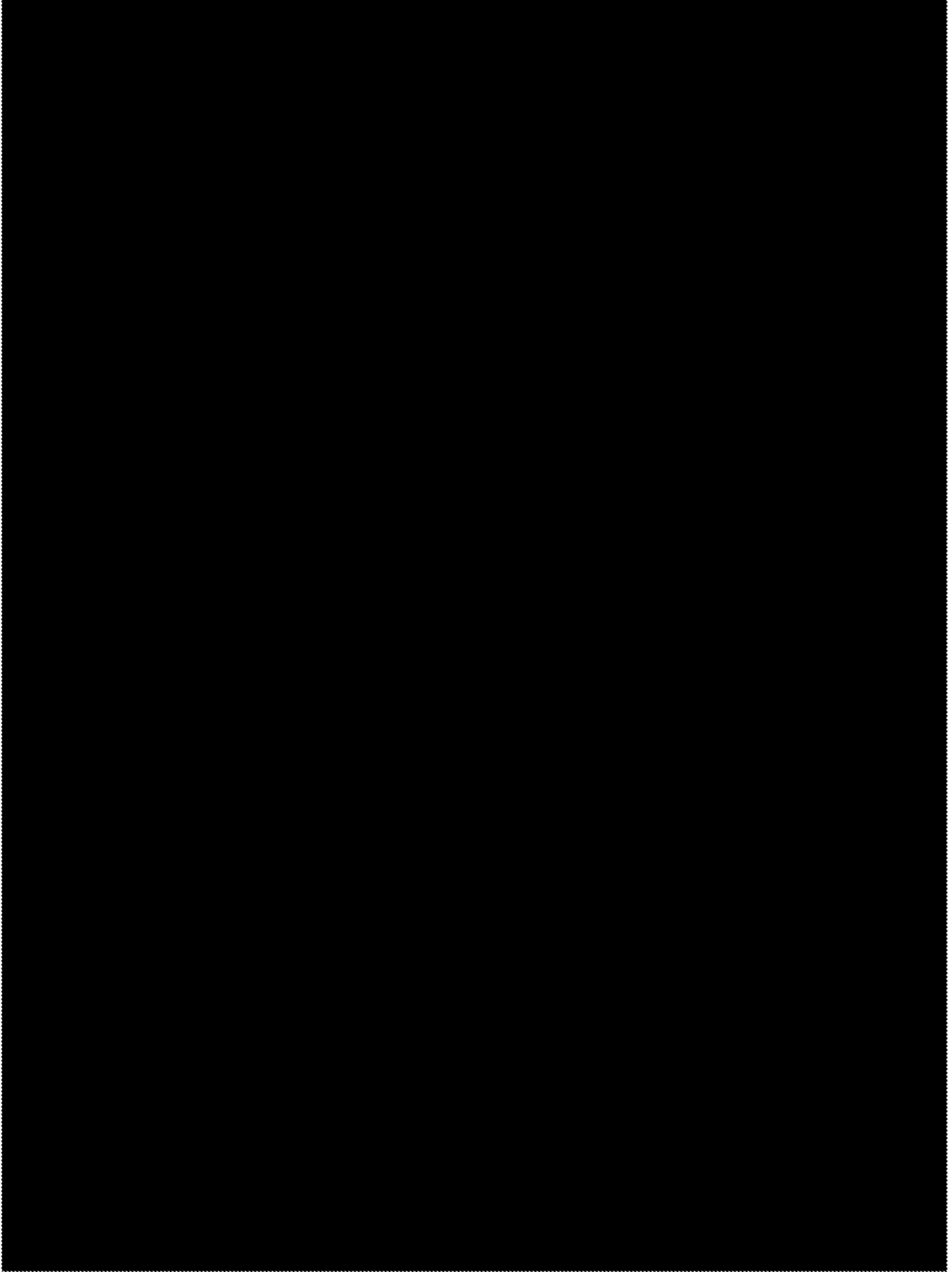


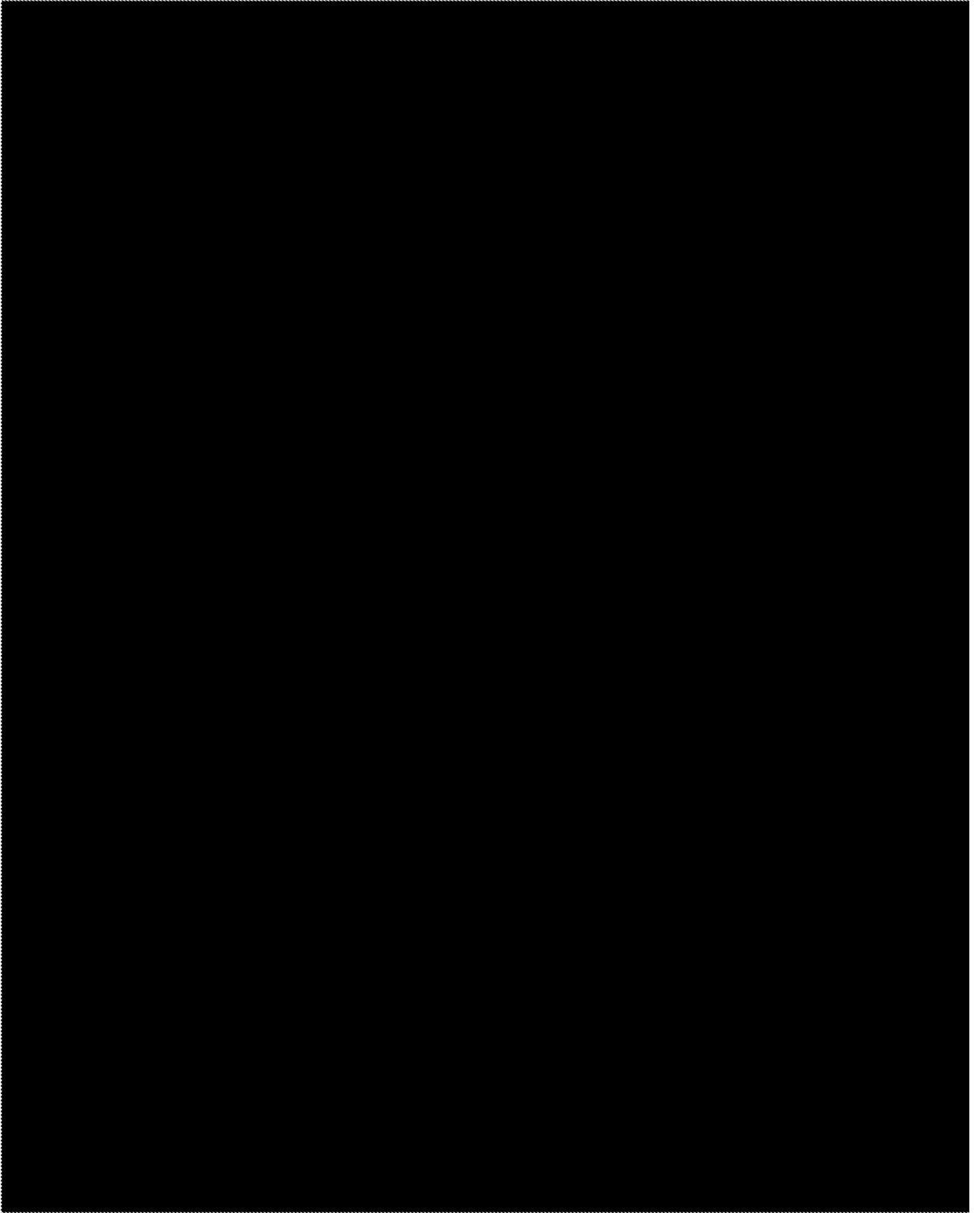




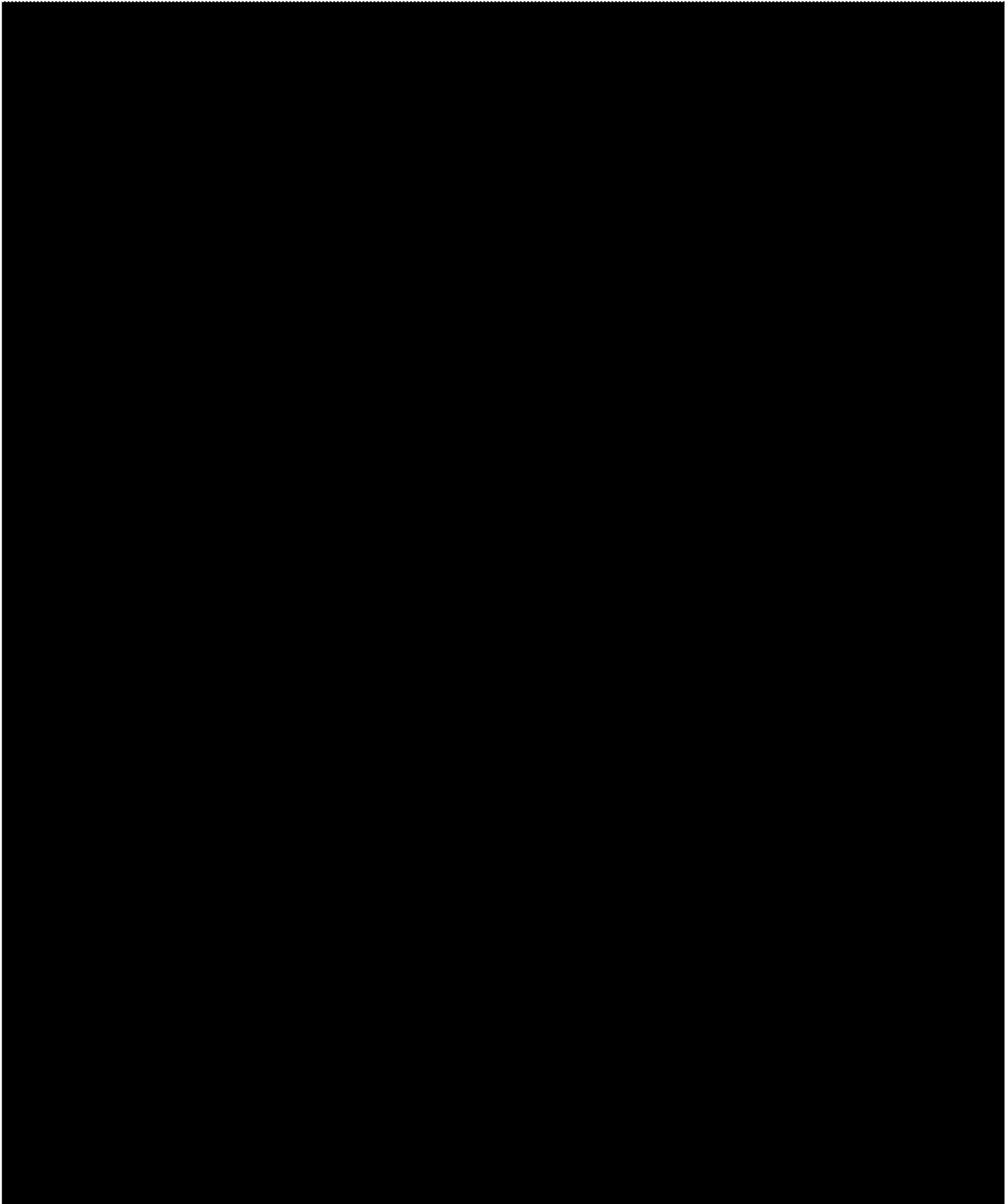


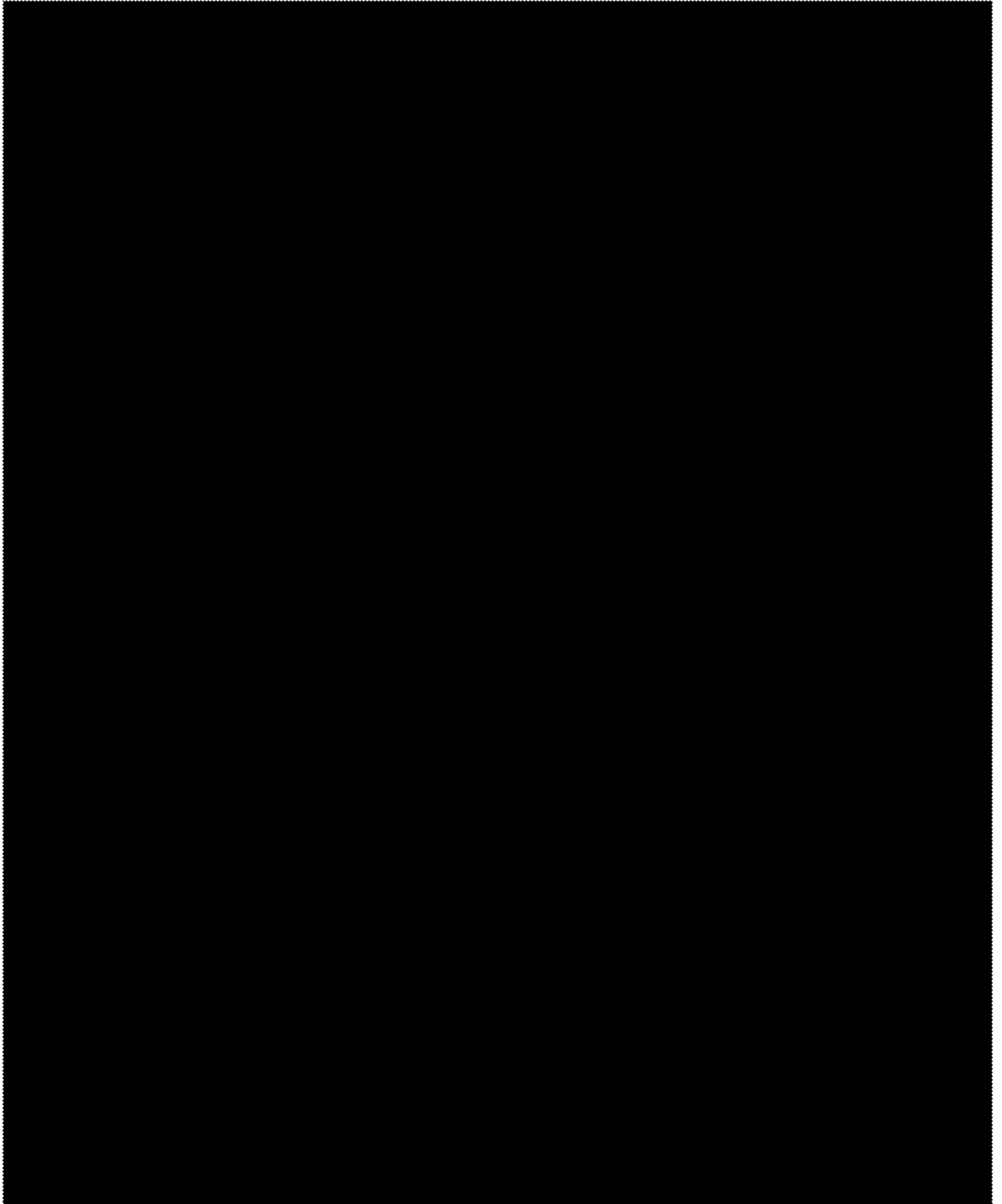


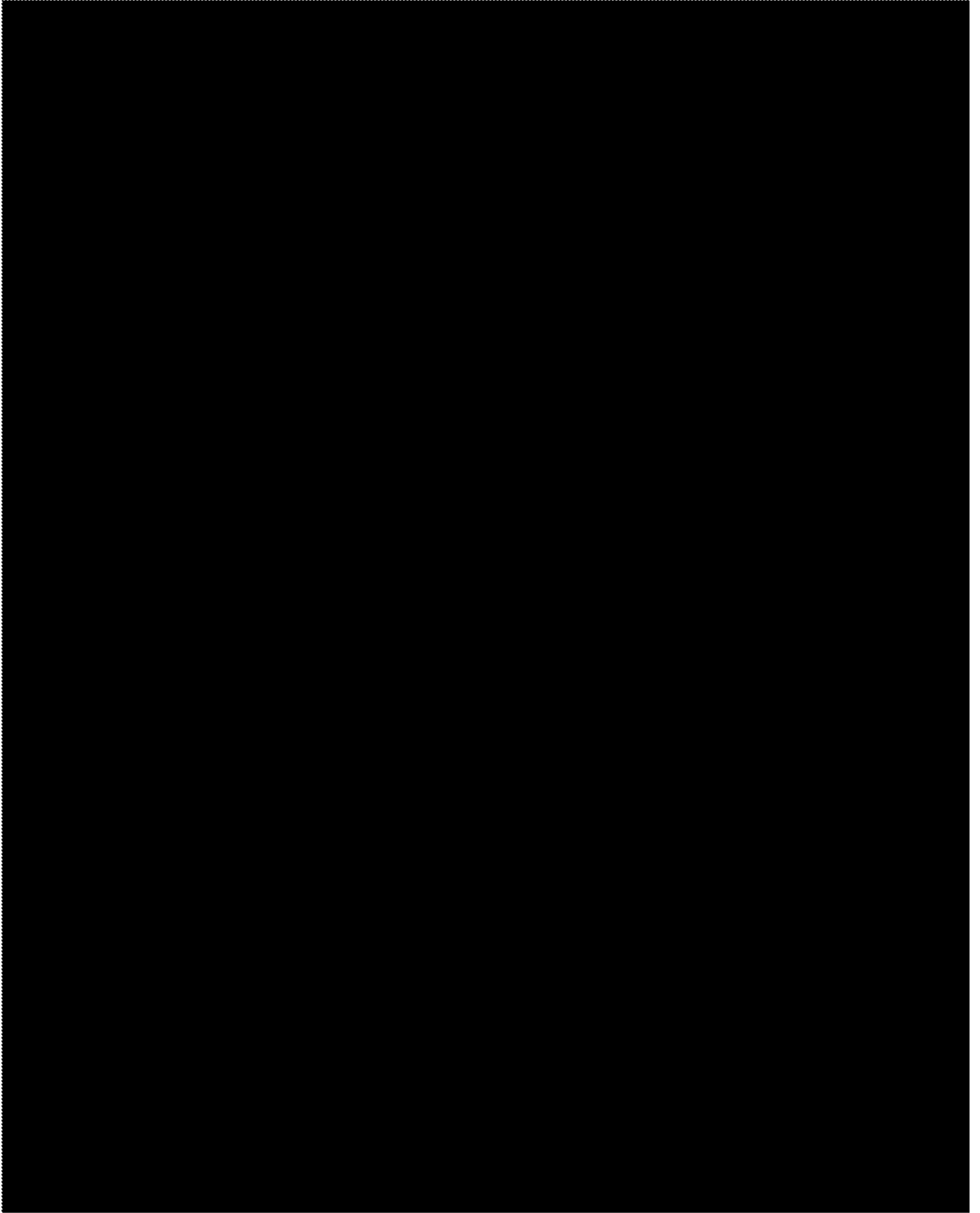


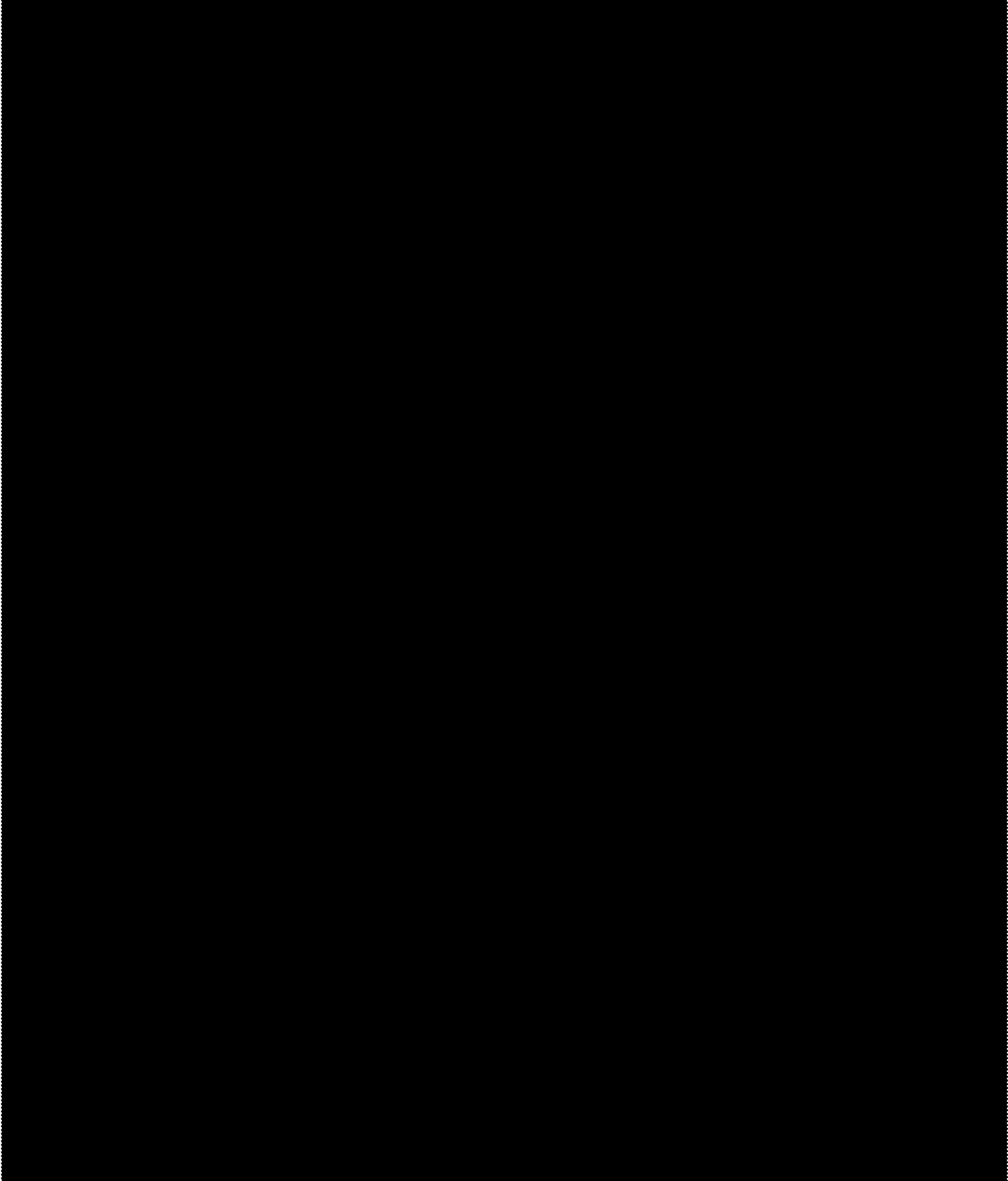


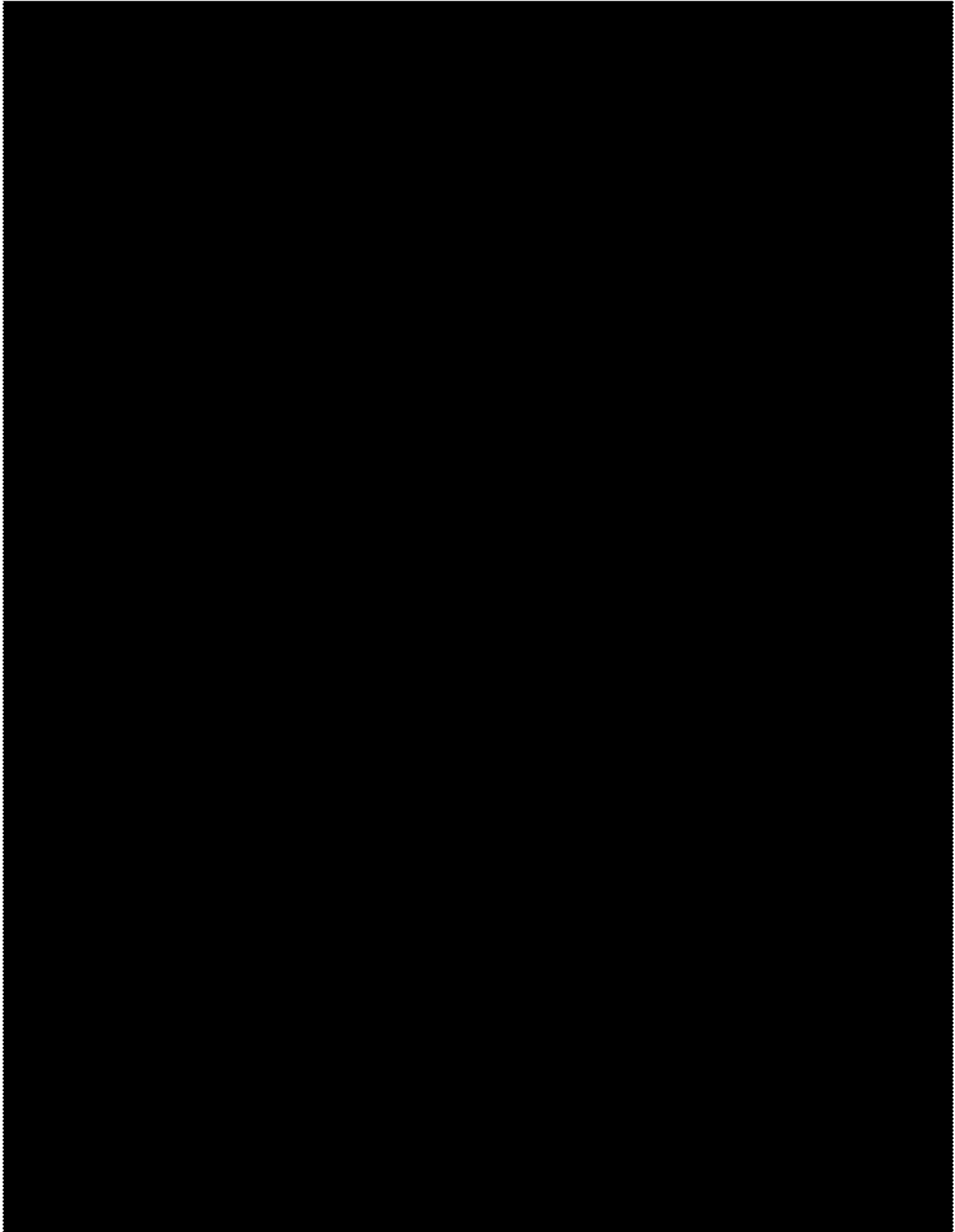


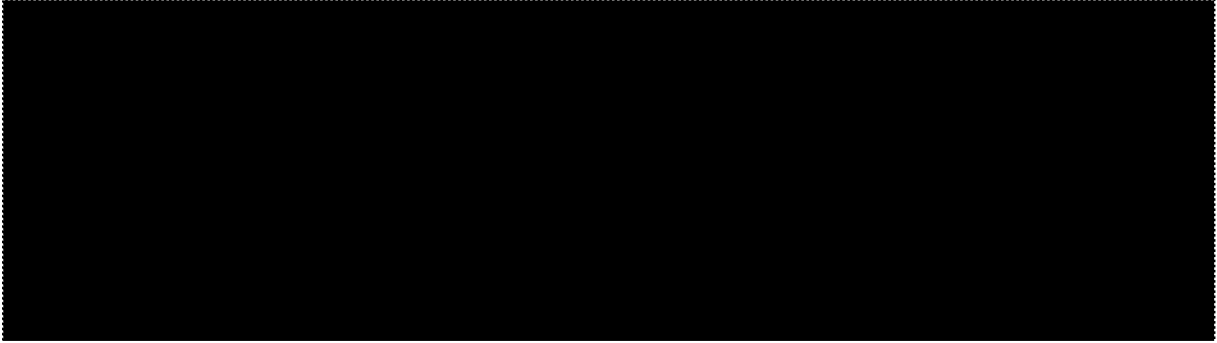













[SIGNATURE PAGE FOLLOWS]



Signatures

Bally Schuhfabriken AG, as Pledgor

  
Name: Kristina Nilsson  
Title: Director

\_\_\_\_\_  
Name:  
Title

Skandinaviska Enskilda Banken AB (publ), as Security Agent for itself (including as creditor of the Parallel Debt) and as direct representative [direkter Stellvertreter] in the name and for the account of the other Secured Parties

\_\_\_\_\_  
Name:  
Title

\_\_\_\_\_  
Name:  
Title

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**Signatures**

**Bally Schuhfabriken AG**, as Pledgor


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Name:  
Title:

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Name:  
Title:

**Skandinaviska Enskilda Banken AB (publ)**, as **Security Agent** for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of the other Secured Parties



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Name: Penny Neville-Park  
Title: Authorised Signatory



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Name: Alison Butt  
Title: Authorised Signatory



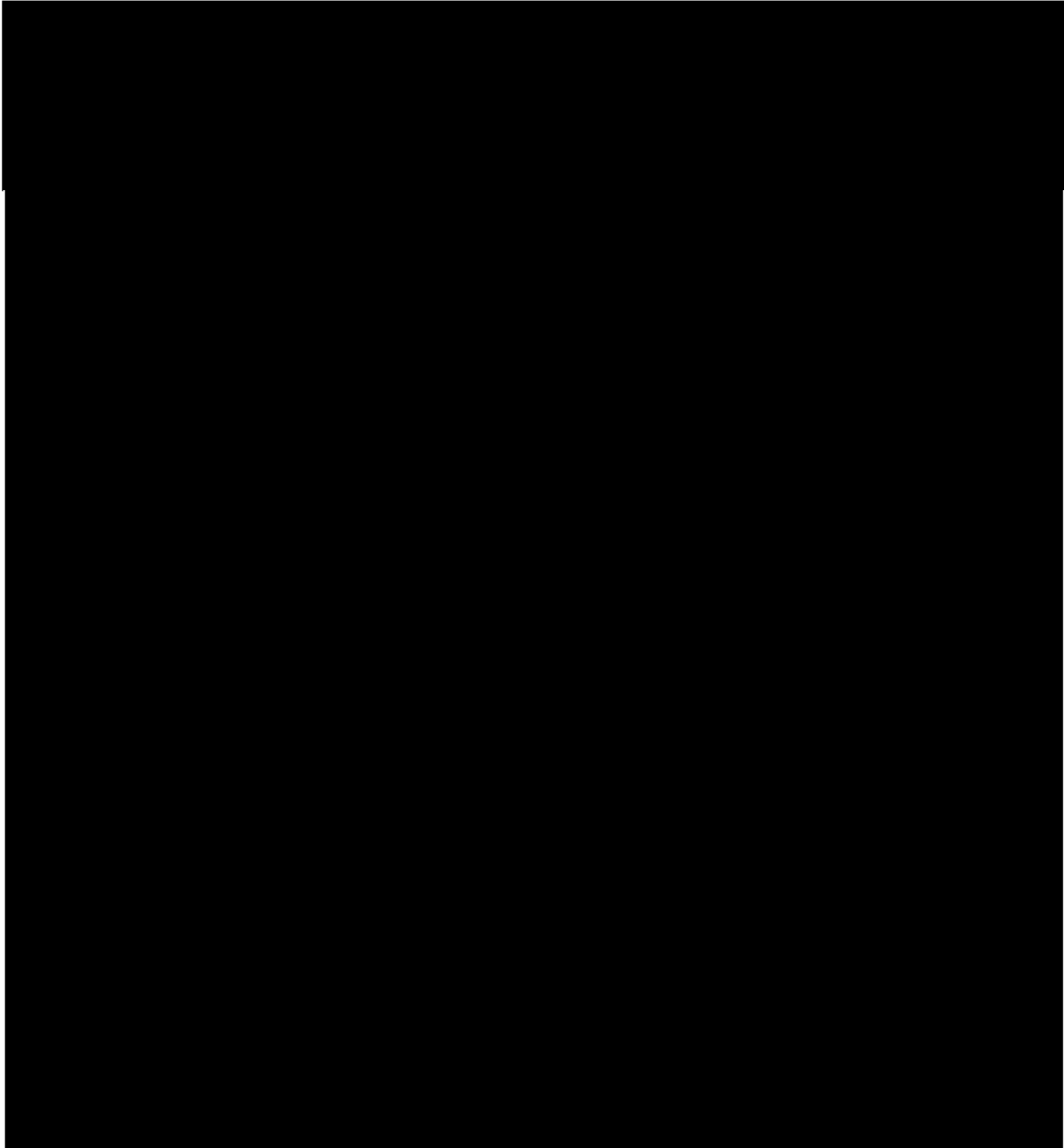
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**Schedule 1: Original Pledgees**

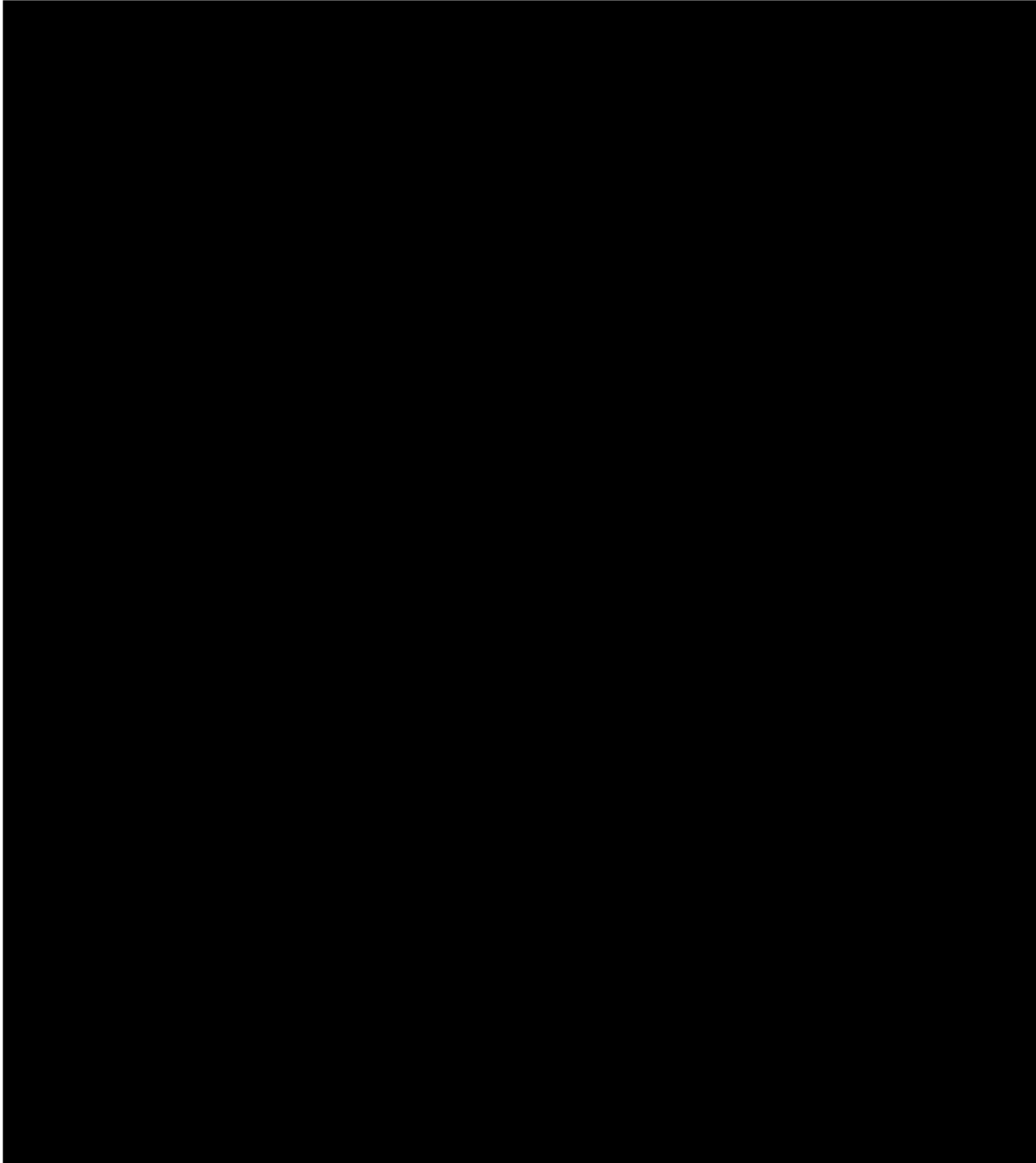
- BANK OF AMERICA EUROPE DESIGNATED ACTIVITY COMPANY, SKANDINAVISKA ENSKILDA BANKEN AB (PUBL) FRANKFURT BRANCH AND BANK CIC (SWITZERLAND) LTD. (as Mandated Lead Arrangers and as Lenders)
- SKANDINAVISKA ENSKILDA BANKEN AB (PUBL) (acting as Agent)
- SKANDINAVISKA ENSKILDA BANKEN AB (PUBL) (acting as Security Agent)

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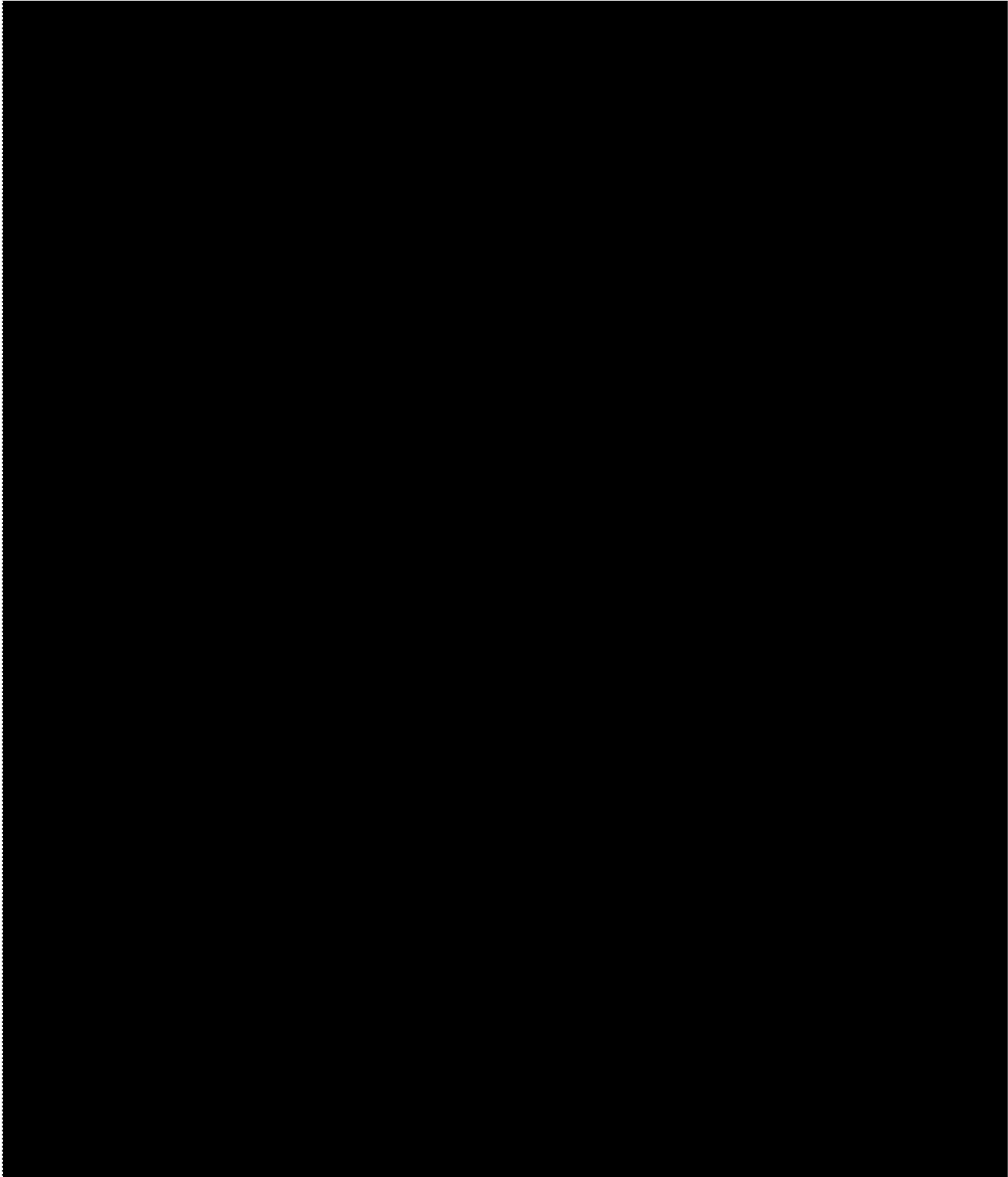
**Schedule 2: Intellectual Property**

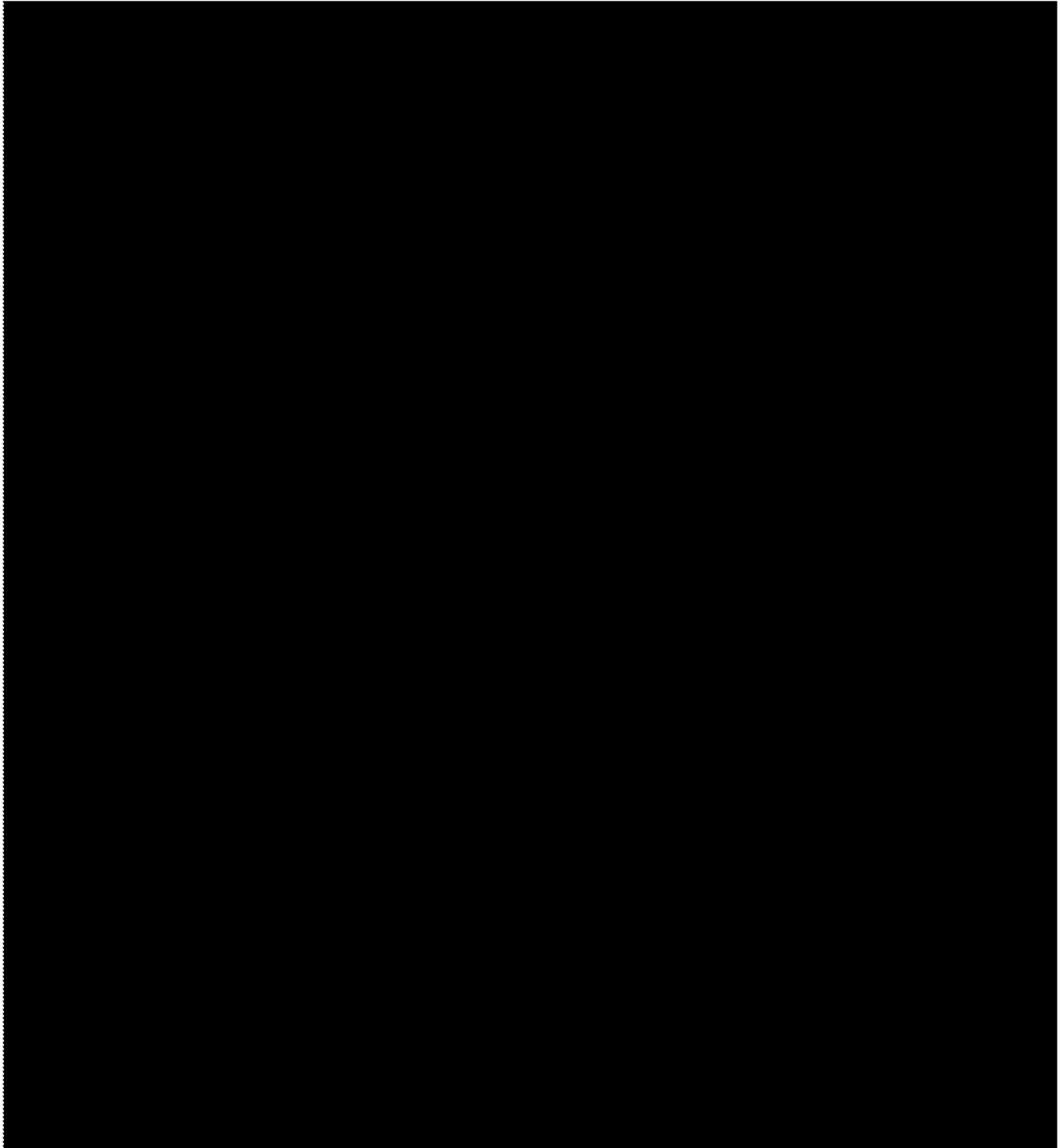


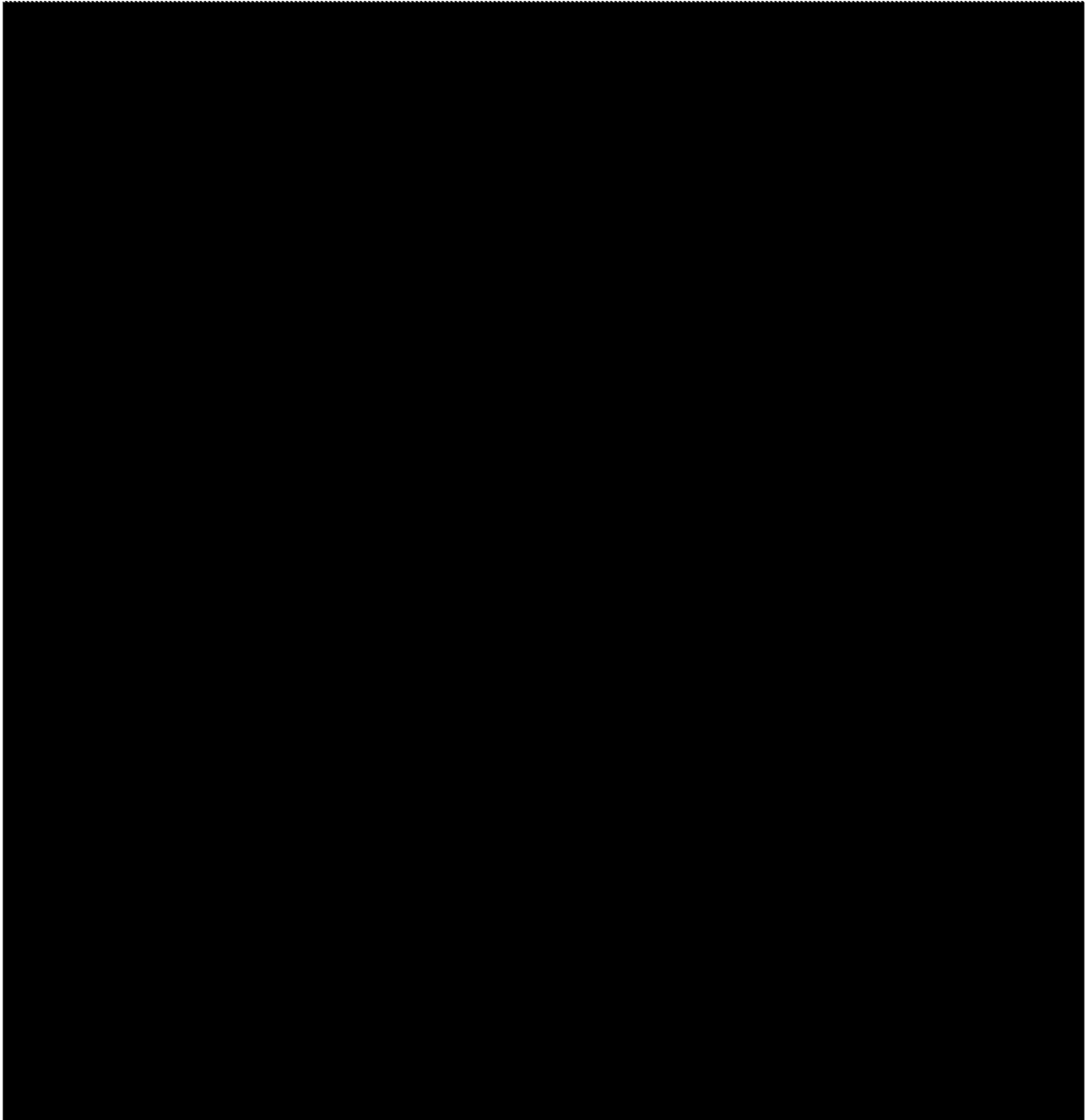




NATIONAL TRADEMARKS








**United States**

	Trademark No.	App. Date/ Reg. date	Classes/Products	Next renewal	Other info	Office
1	No. 2213951  "BALLY"	App. Date: May 19, 1997  Reg. Date: December 29, 1998	<b>(25)</b> Leather coats and jackets, [neckties] socks, shirts, gloves, knitted jackets, ties, belts.	December 29, 2028	BALLY SCHUHFABRIKEN AG on November 19, 2020 filed an opposition No. 91266048 against Kuia Golf LLC and its trademark "BALLYHACK".  This opposition is still pending.	United States Patent and Trademark Office (USPTO)
2	No. 1269519  "BALLY"	App. Date: March 26, 1981  Reg. Date: March 13, 1984	<b>(03, 06, 18, 25)</b>  <b>(18)</b> Articles made from leather-nameiy, attaché cases, handbags, luggage, pocket wallets, pocket cases, straps, laces, traveling cases, traveling bags, valises, purses, club bags, tote bags, key cases, pass case wallets, credit card wallets.  <b>(25)</b> Leather coats and jackets, neckties, socks, shirts, gloves, knitted jackets, ties and belts	March 13, 2024	(Same as above)	United States Patent and Trademark Office (USPTO)



3	No. 1013838  "BALLY"	App. Date: July 19, 1973  Reg. Date: June 17, 1975	(25) Men's and women's shoes, boots and slippers.	June 17, 2025	(Same as above)	United States Patent and Trademark Office (USPTO)
4	No. 2778844  "BALLY"	App. Date: June 16, 1999  Reg. Date: November 4, 2003	(25) Polo shirts, blouses, jackets, pullovers, vests, pants, slacks, suits, dresses, coats, shawls, hats, caps.	November 4, 2023	(Same as above)	United States Patent and Trademark Office (USPTO)
5	No. 5541097  	App. Date: February 21, 2018  Reg. Date: August 14, 2018	(25) Shoes, boots and moccasins.	August 14, 2028		United States Patent and Trademark Office (USPTO)

