

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622332

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the the receiving party to include two additional pledgees previously recorded on Reel 007152 Frame 0151. Assignor(s) hereby confirms the Security Agreement..		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bally Schuhfabriken AG		12/17/2020	Aktiengesellschaft (Ag): SWITZERLAND
RECEIVING PARTY DATA			
Name:	Skandinaviska Enskilda Banken AB, as Security Agent		
Street Address:	One Carter Lane		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC4V 5AN		
Entity Type:	Aktiebolag: SWEDEN		
Name:	Bank of America Europe Designated Activity Company		
Street Address:	2 Park Place, Hatch Street		
City:	Dublin		
State/Country:	IRELAND		
Postal Code:	2		
Entity Type:	Bank: IRELAND		
Name:	Bank CIC (Switzerland) Ltd.		
Street Address:	Markplatz 13		
City:	Basel		
State/Country:	SWITZERLAND		
Postal Code:	4001		
Entity Type:	Public Limited Company: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1013838	BALLY	
Registration Number:	1269519	BALLY	
Registration Number:	2213951	BALLY	
Registration Number:	2778844	BALLY	
Registration Number:	5541097	BALLY	

CH \$140.00 1013838

CORRESPONDENCE DATA**Fax Number:** 2026375910*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:** 202-637-5600**Email:** DCPTOTrademarkMail@hoganlovells.com**Correspondent Name:** Brendan C. Quinn**Address Line 1:** 555 13th Street, NW**Address Line 2:** Hogan Lovells US LLP**Address Line 4:** Washington, D.C. 20004

ATTORNEY DOCKET NUMBER:	1V1063.347
NAME OF SUBMITTER:	Brendan C. Quinn
SIGNATURE:	/BrendanCQuinn/
DATE SIGNED:	01/26/2021

Total Attachments: 36

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source=IP Pledge Agreement Bally Schuhfabrik (Redacted for USPTO)#page1.tif
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ETAS ID: TM617735

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

CH \$140.00 2213951

IP Pledge Agreement

dated 17 December 2020

by and between

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

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

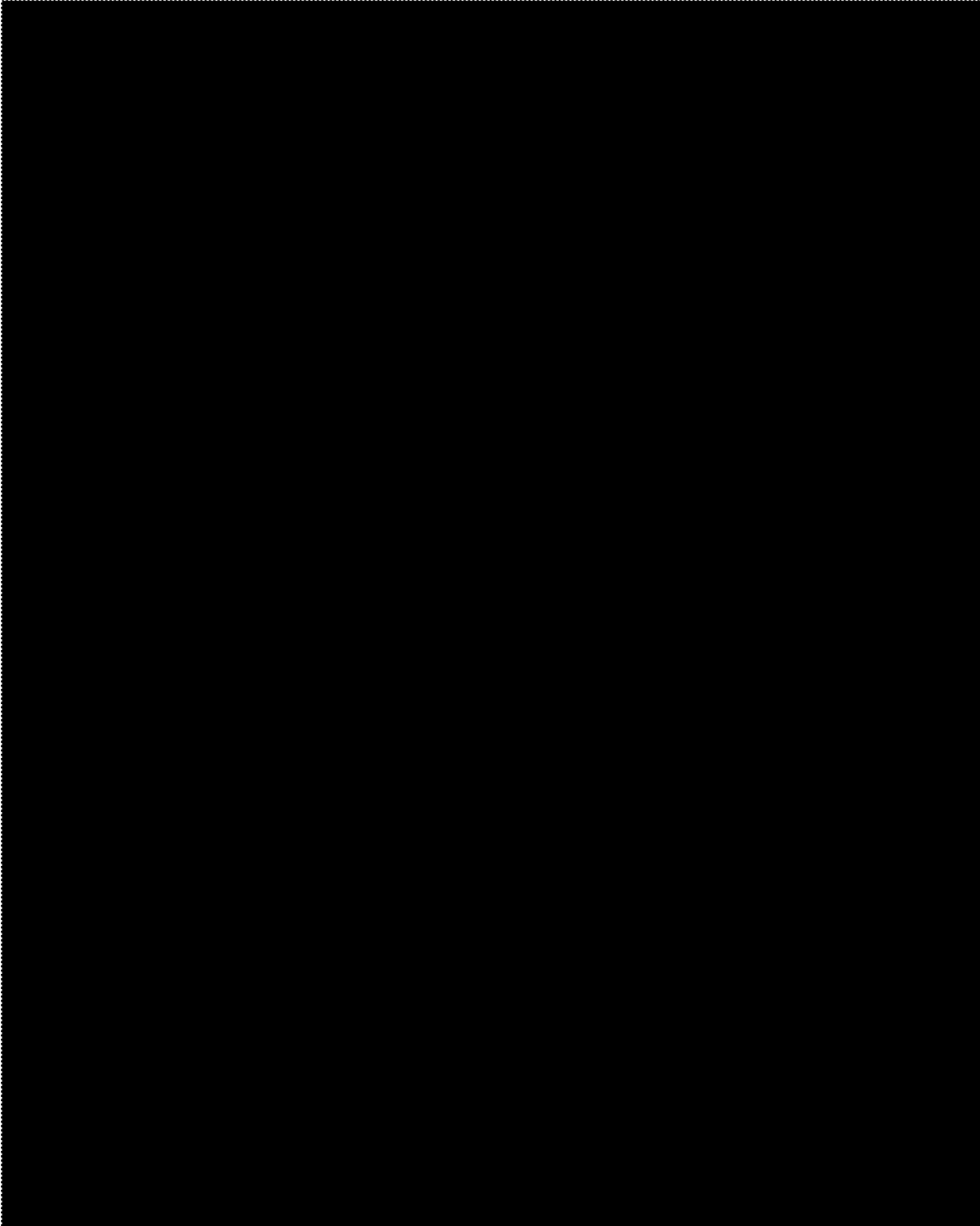
the **Secured Parties** (the **Pledgees**)

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

regarding

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

Table of Contents





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 Pledgees over the Pledged Assets (as defined below).
- C. [REDACTED]
- D. The Pledgor is willing to pledge the Pledged Assets to the Pledgees as provided herein.

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

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**).

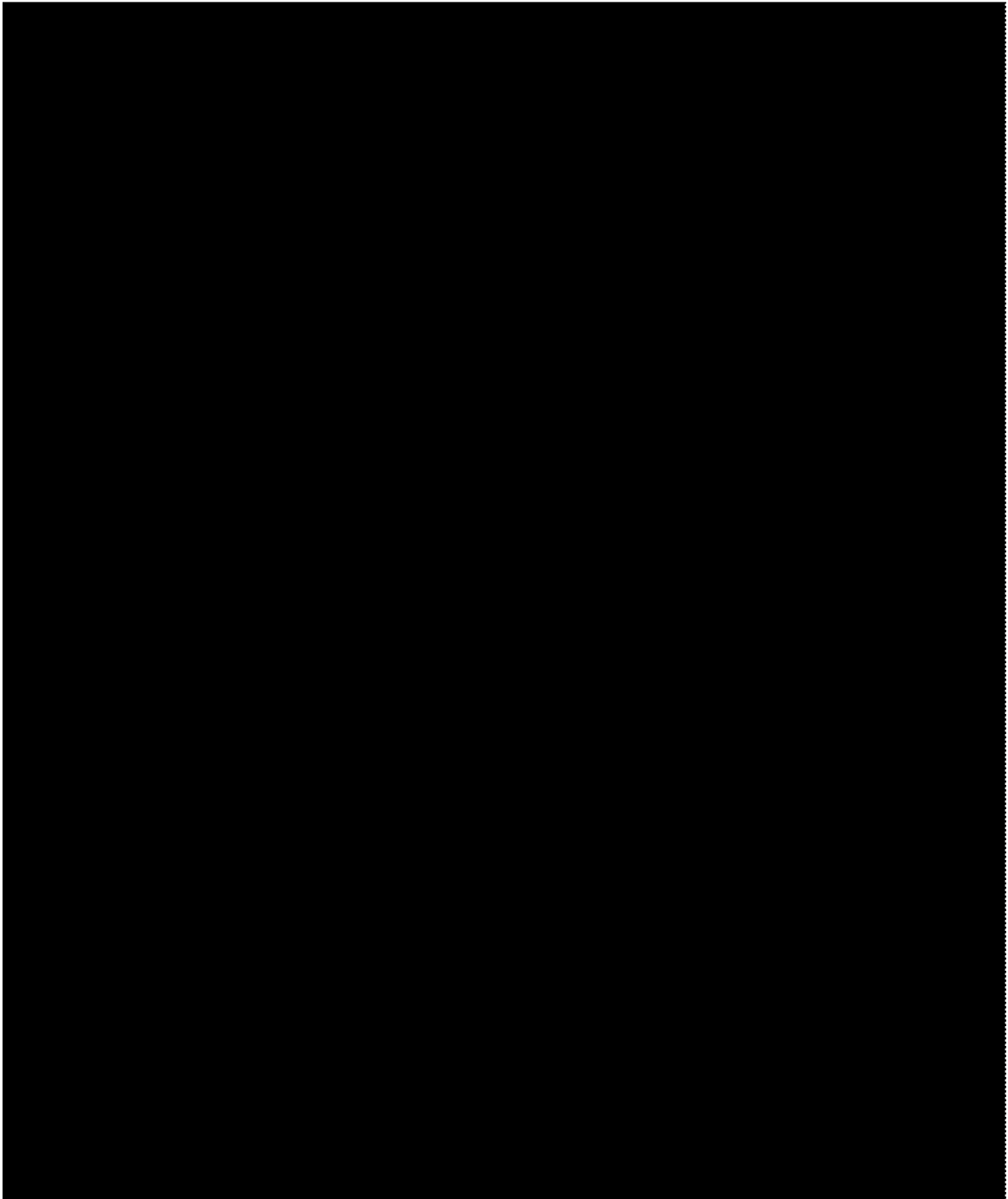
[REDACTED]

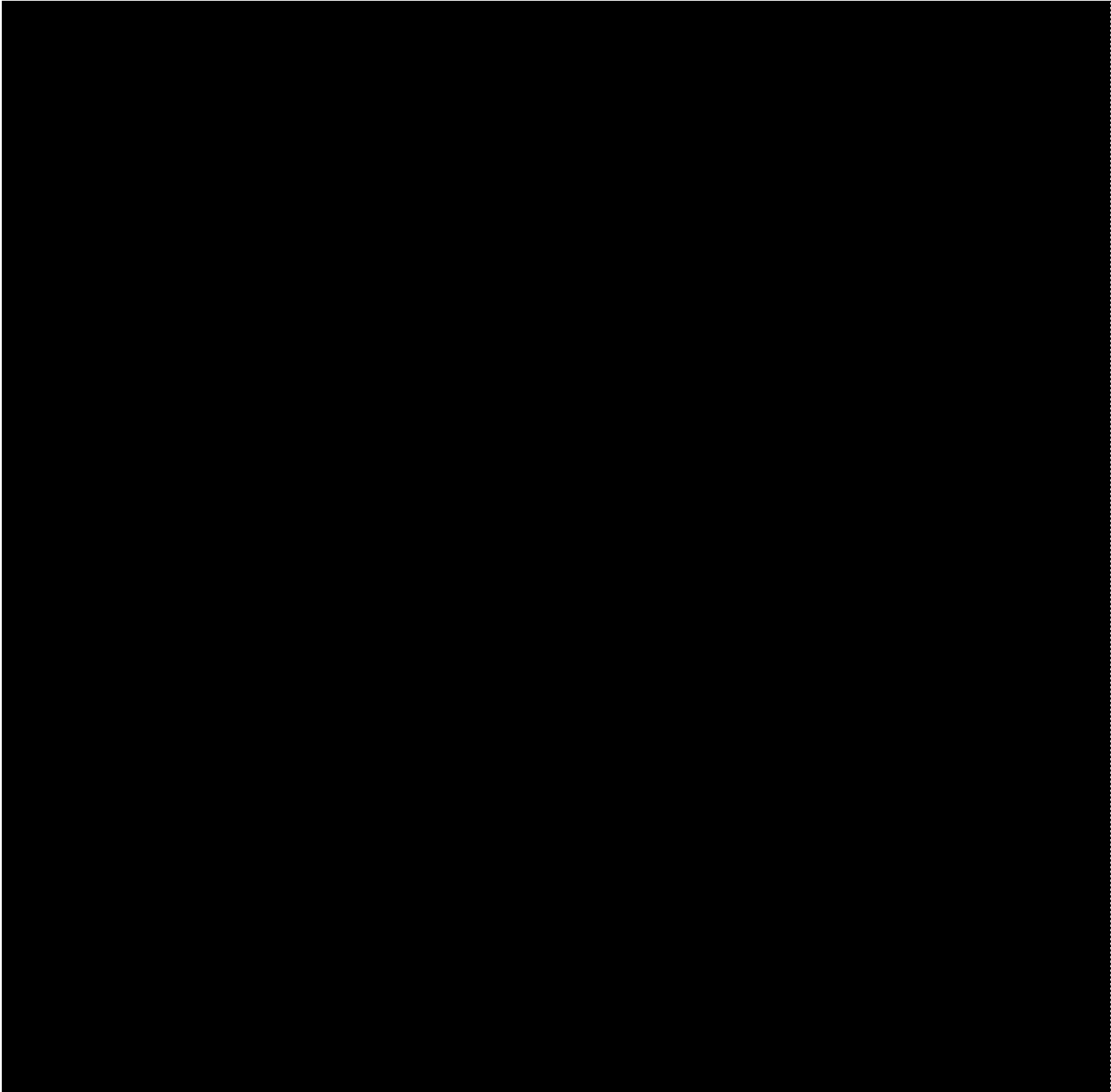
Pledged Assets means the Intellectual Property and Related Assets or any other security or asset that is to be or will be pledged to the Pledges under this Agreement.

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.





2. Pledge and Pledgor's obligations

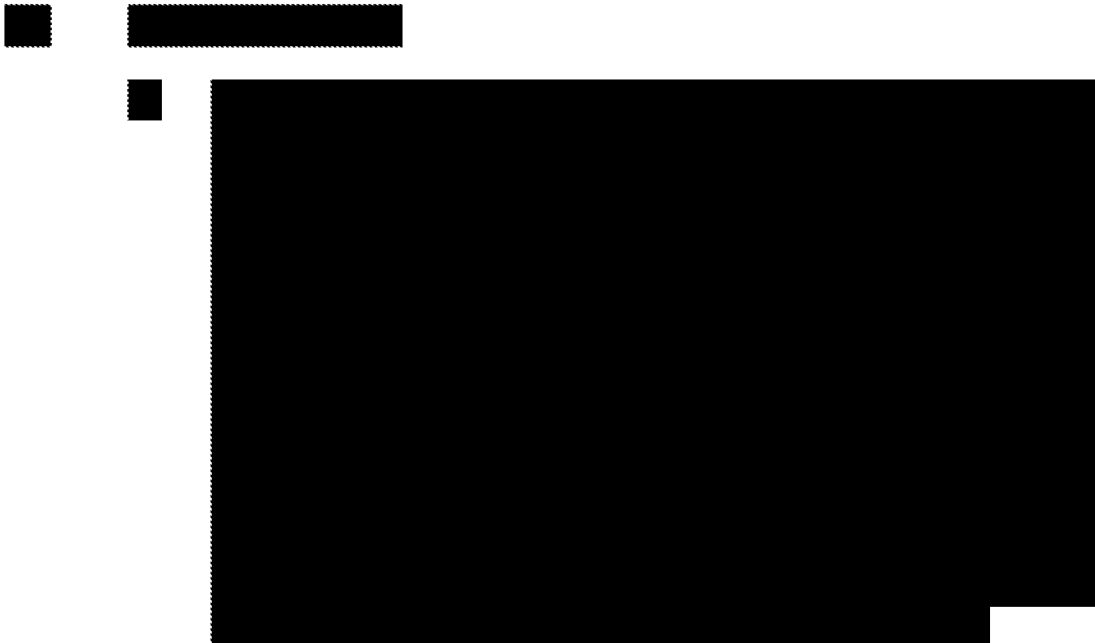
2.1. Undertaking to pledge

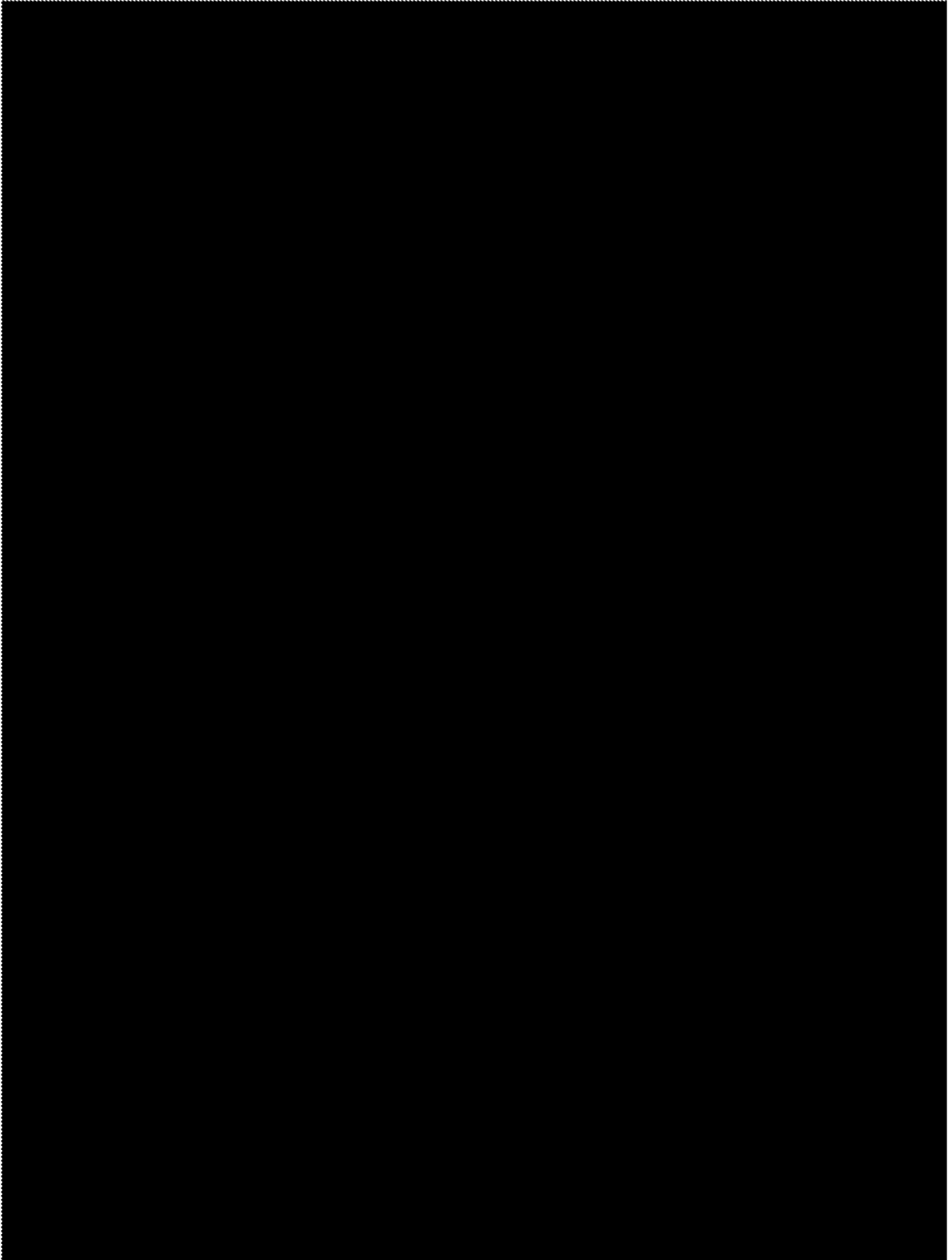
The Pledgor hereby agrees to pledge to the Pledgees, directly represented by the Security Agent, acting for itself (including as creditor of the Parallel Debt) and as direct representative (*direkter Stellvertreter*) in the name and for the account of

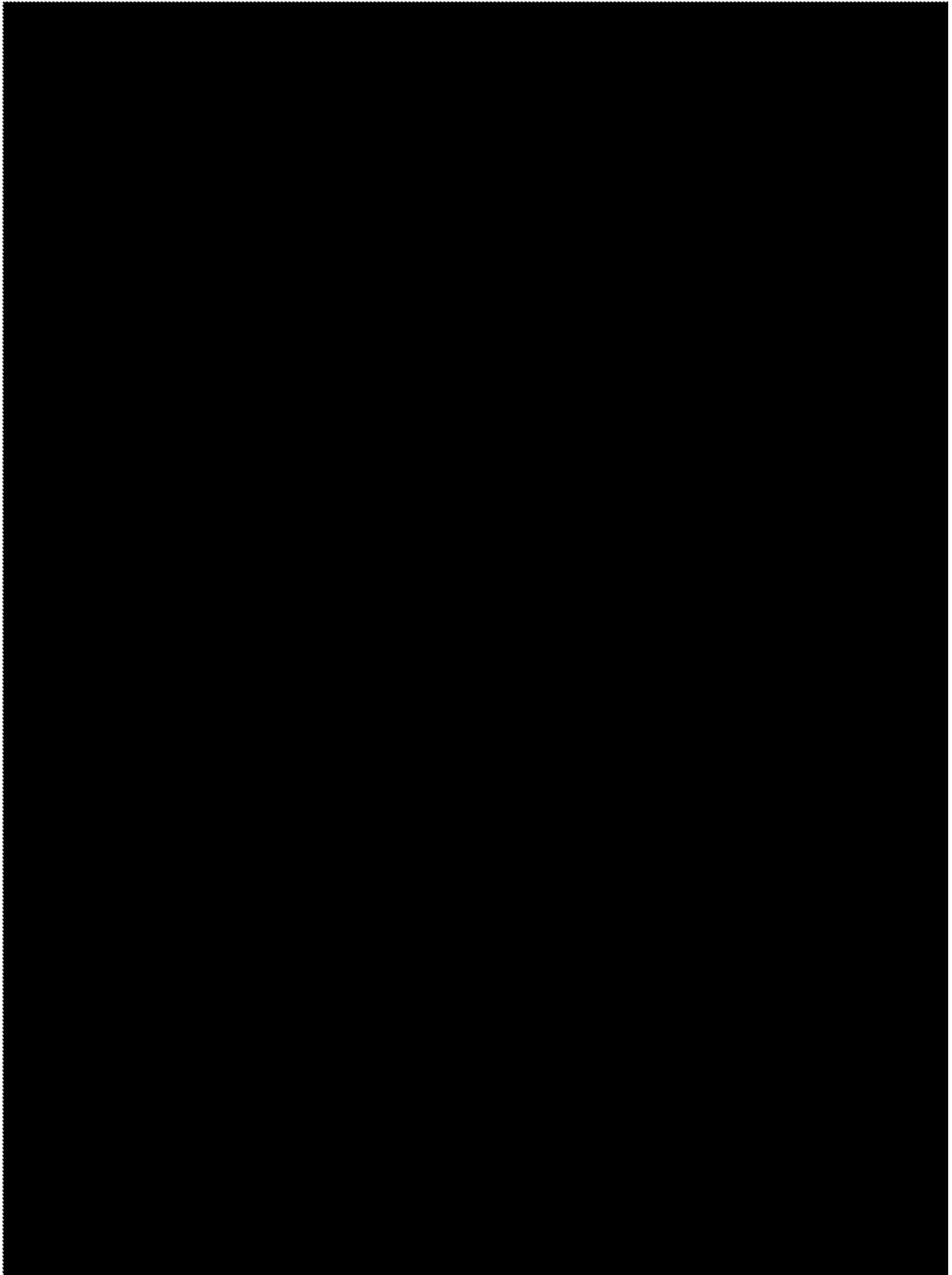
the other Pledgees, the Pledged Assets free and clear of any Security in favour of third parties and as continuing first ranking Security for the Secured Obligations

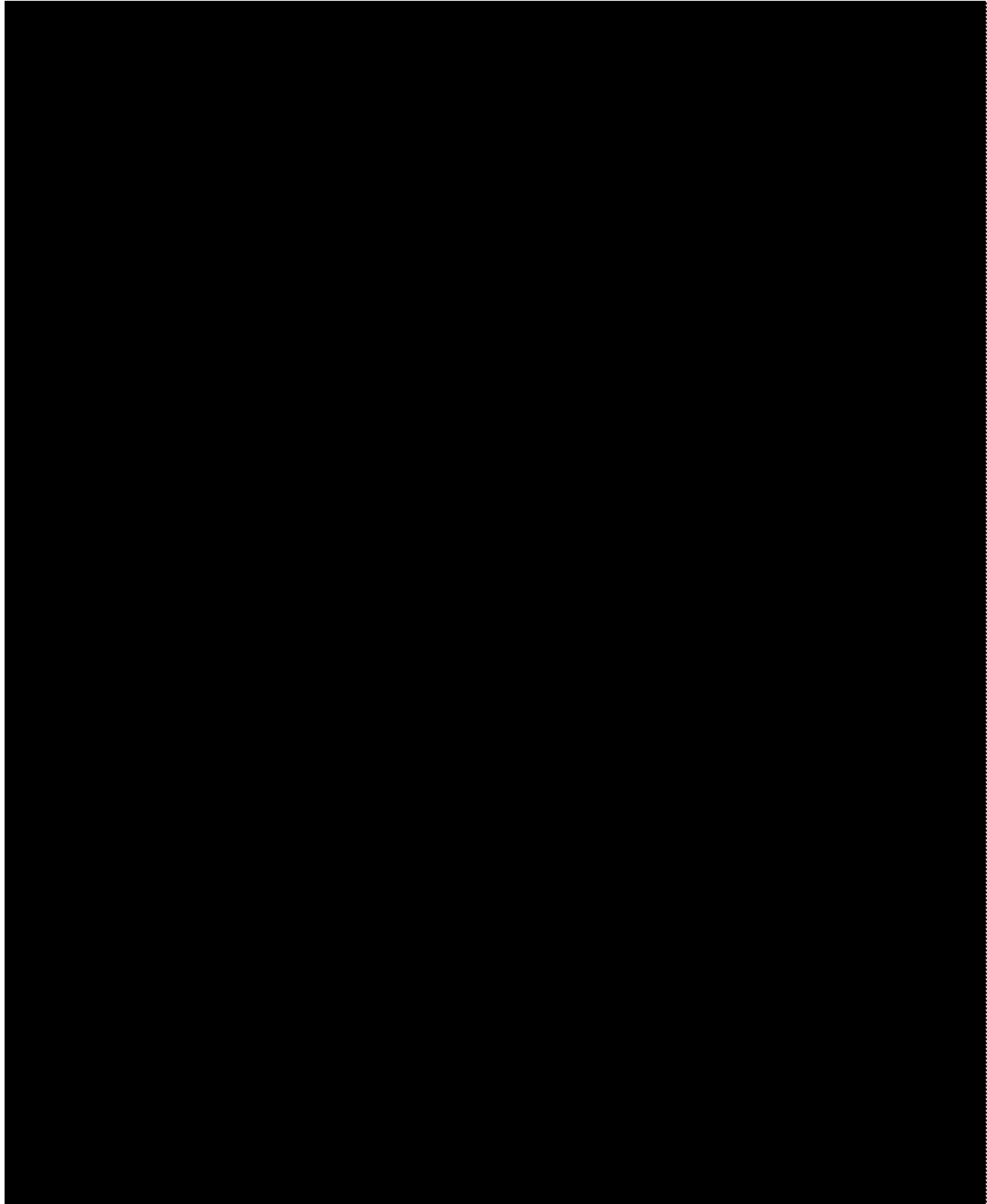
2.2. Effecting of the Pledge

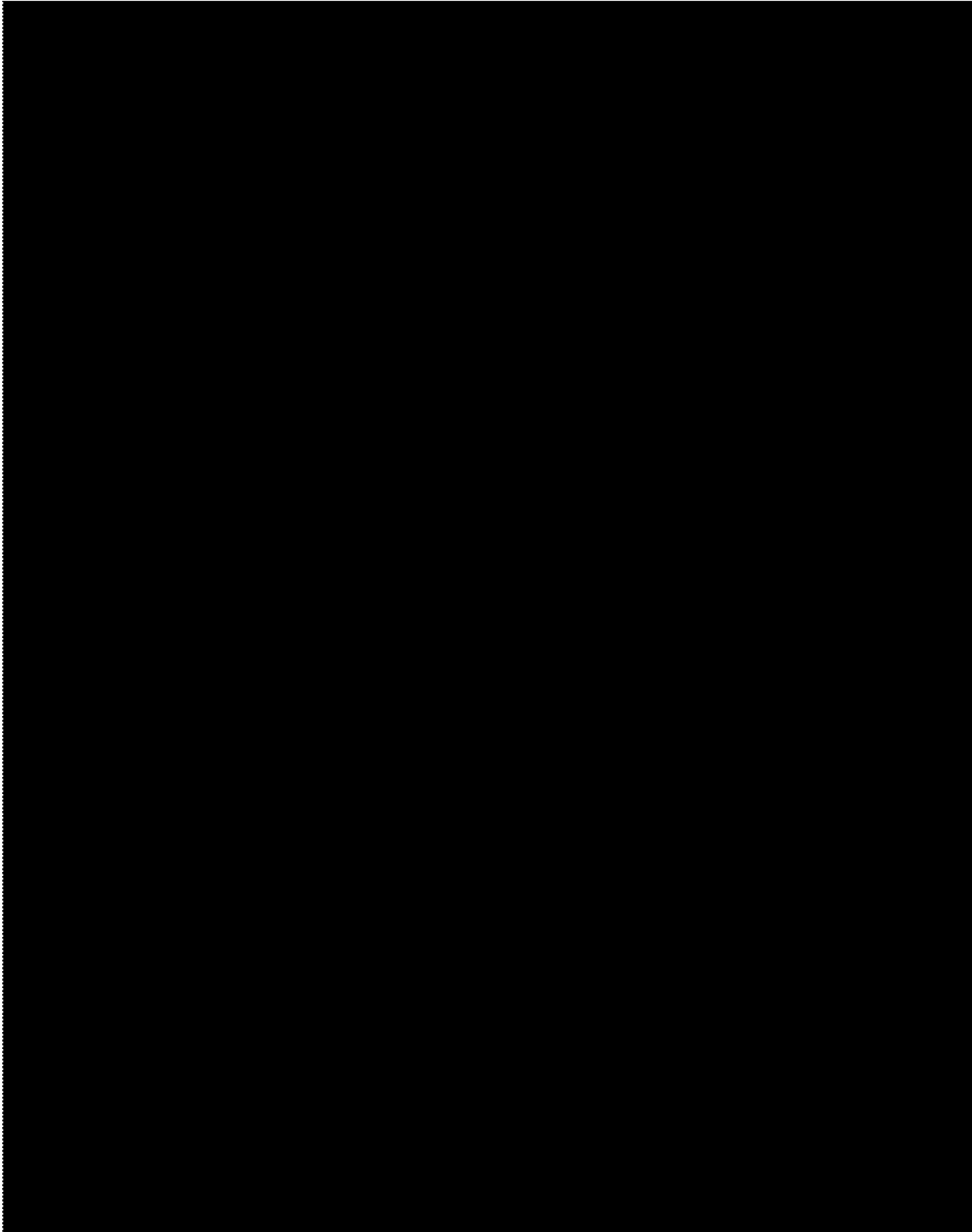
- (a) For the purposes of effecting the Pledge as described in Clause 2.1 (*Undertaking to pledge*), the Pledgor hereby pledges with immediate effect as per the date hereof all Pledged Assets to the Pledgees, directly represented by the Security Agent, acting for itself (including as creditor of the 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.

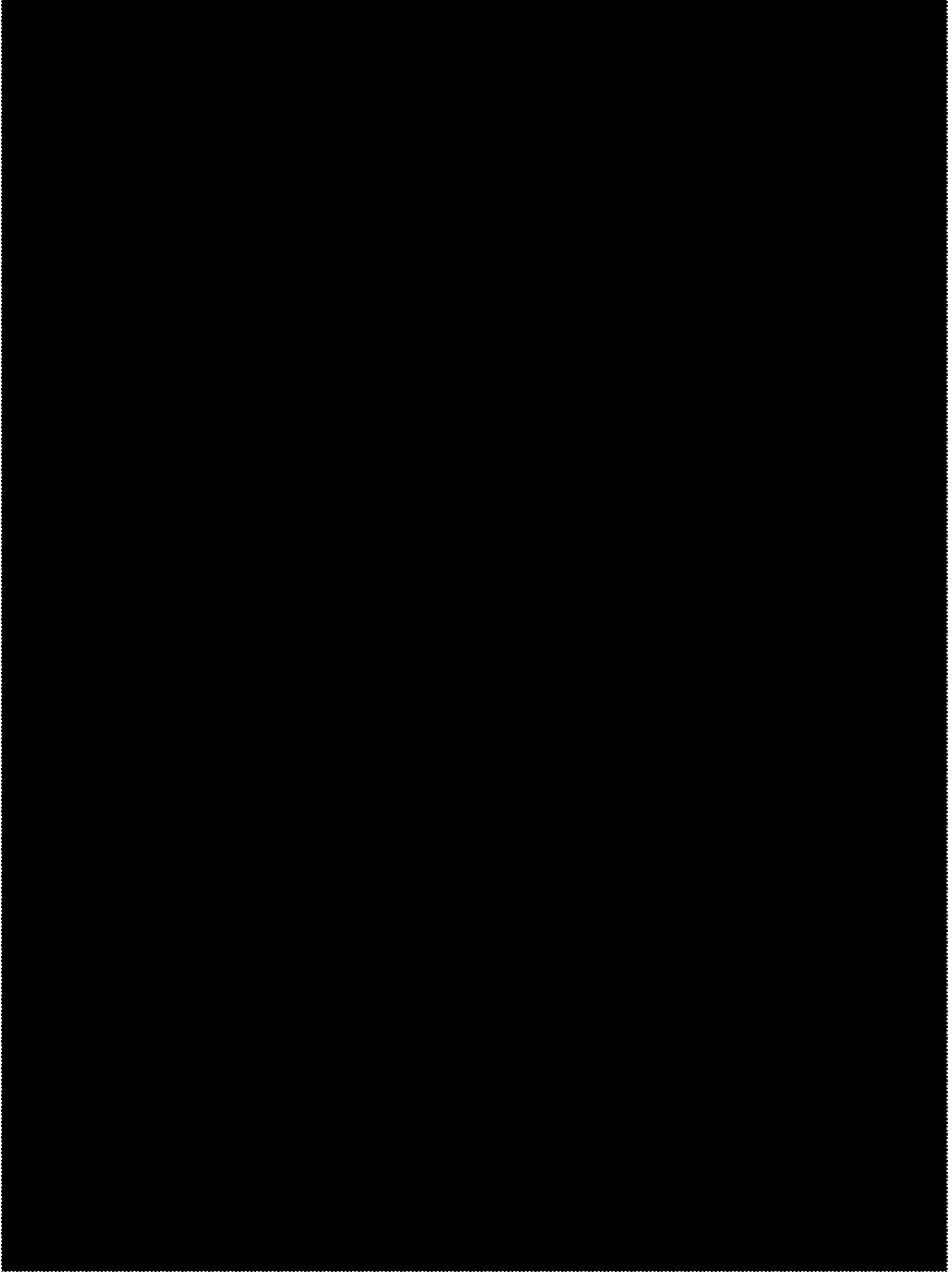


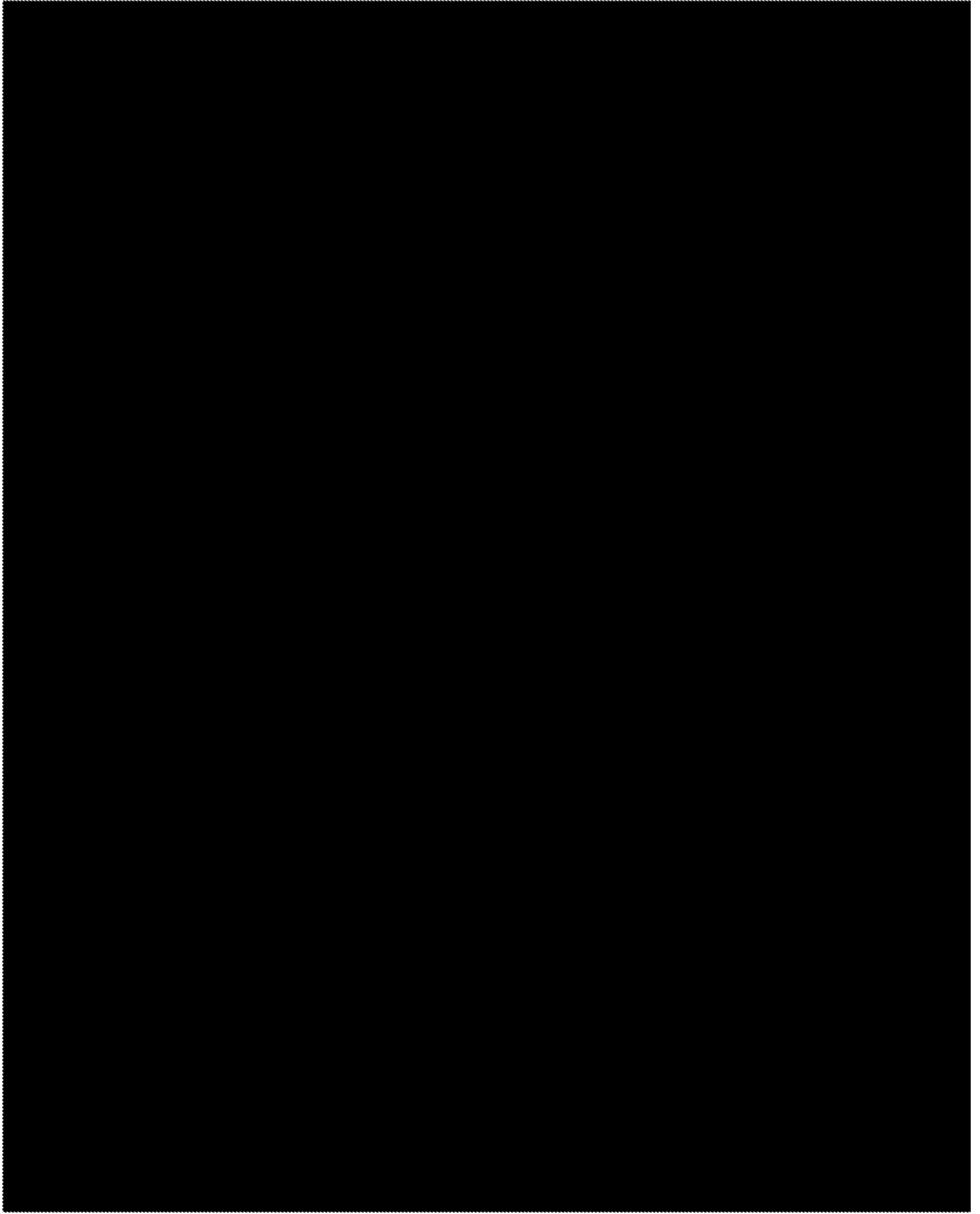


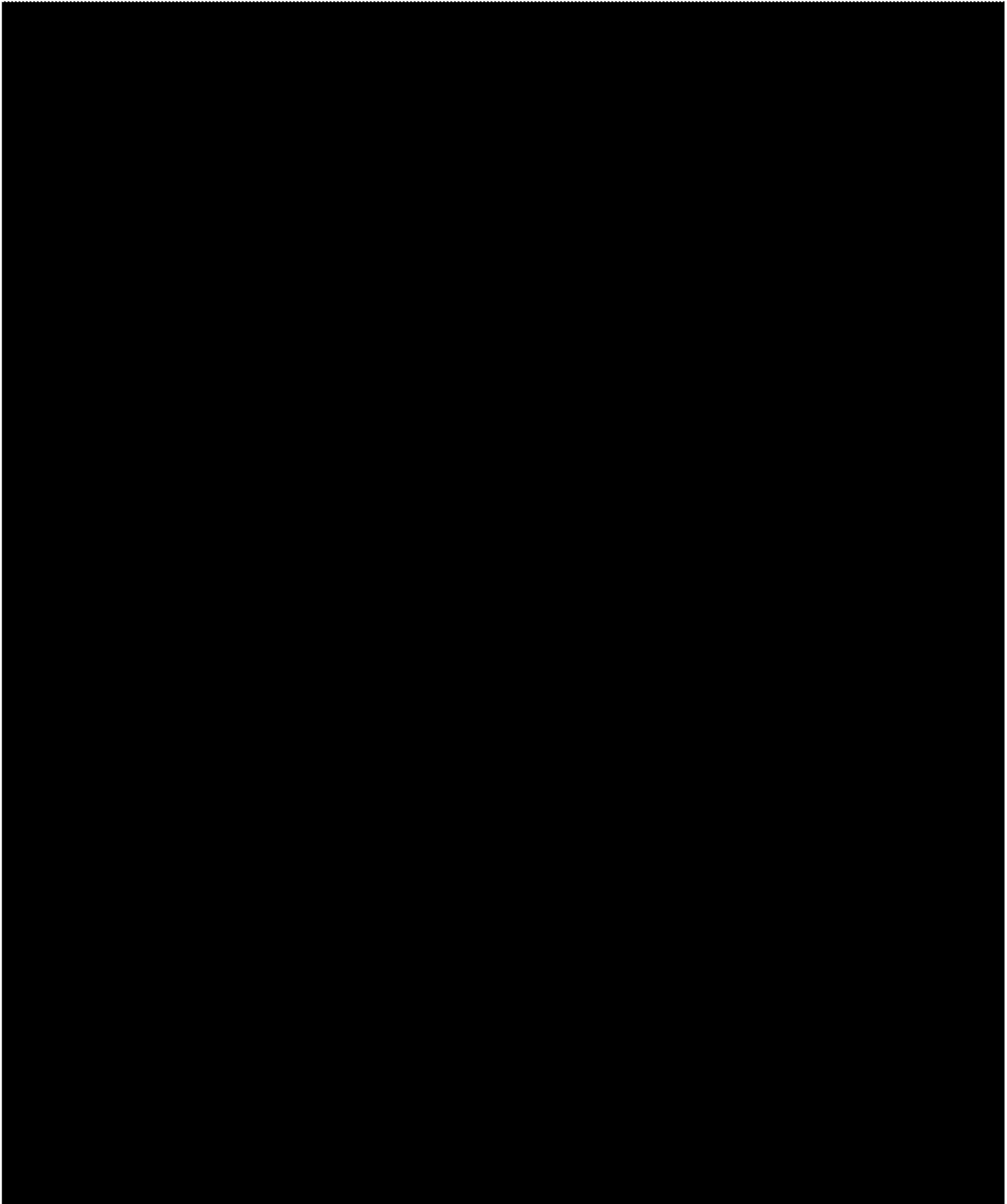


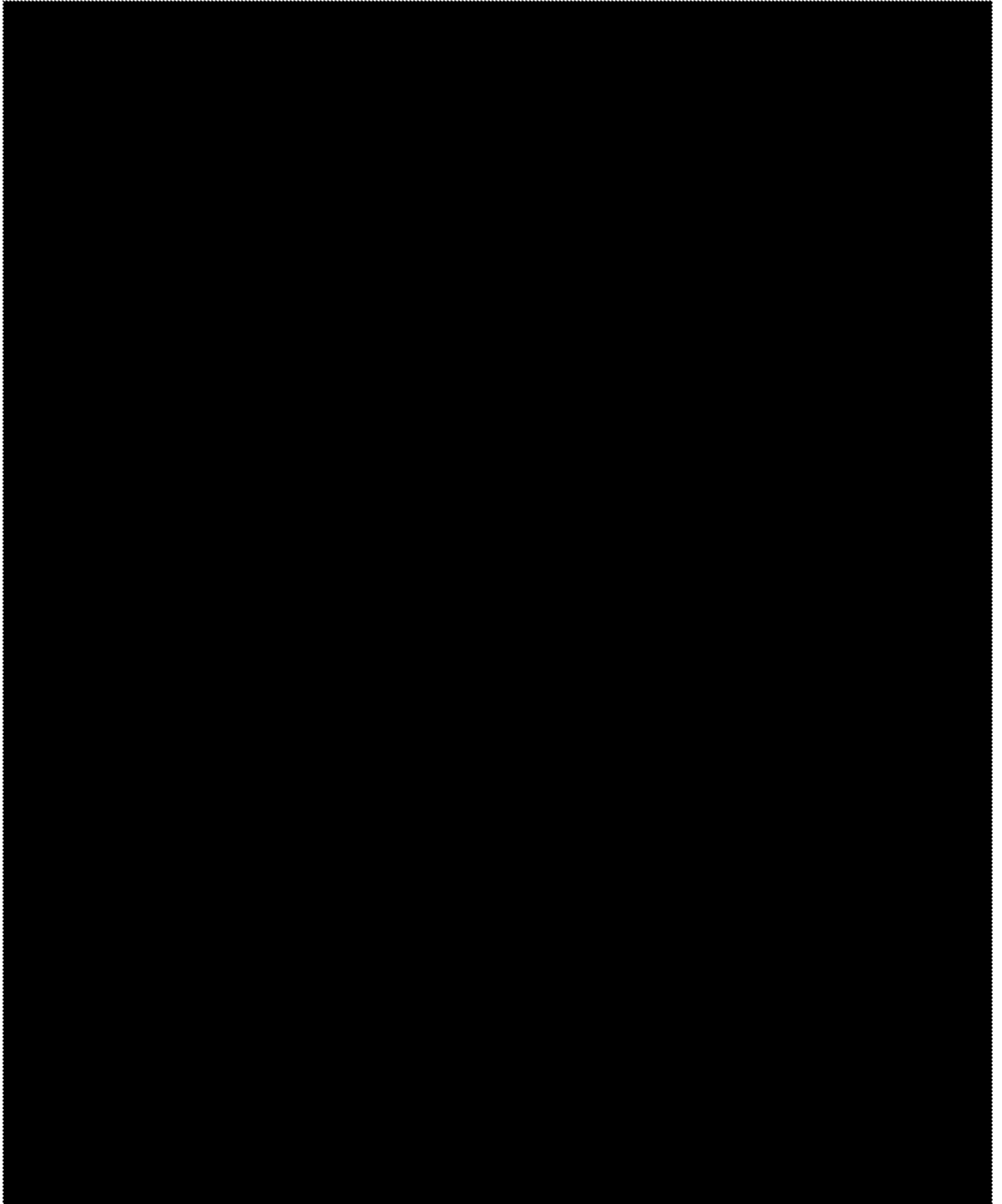


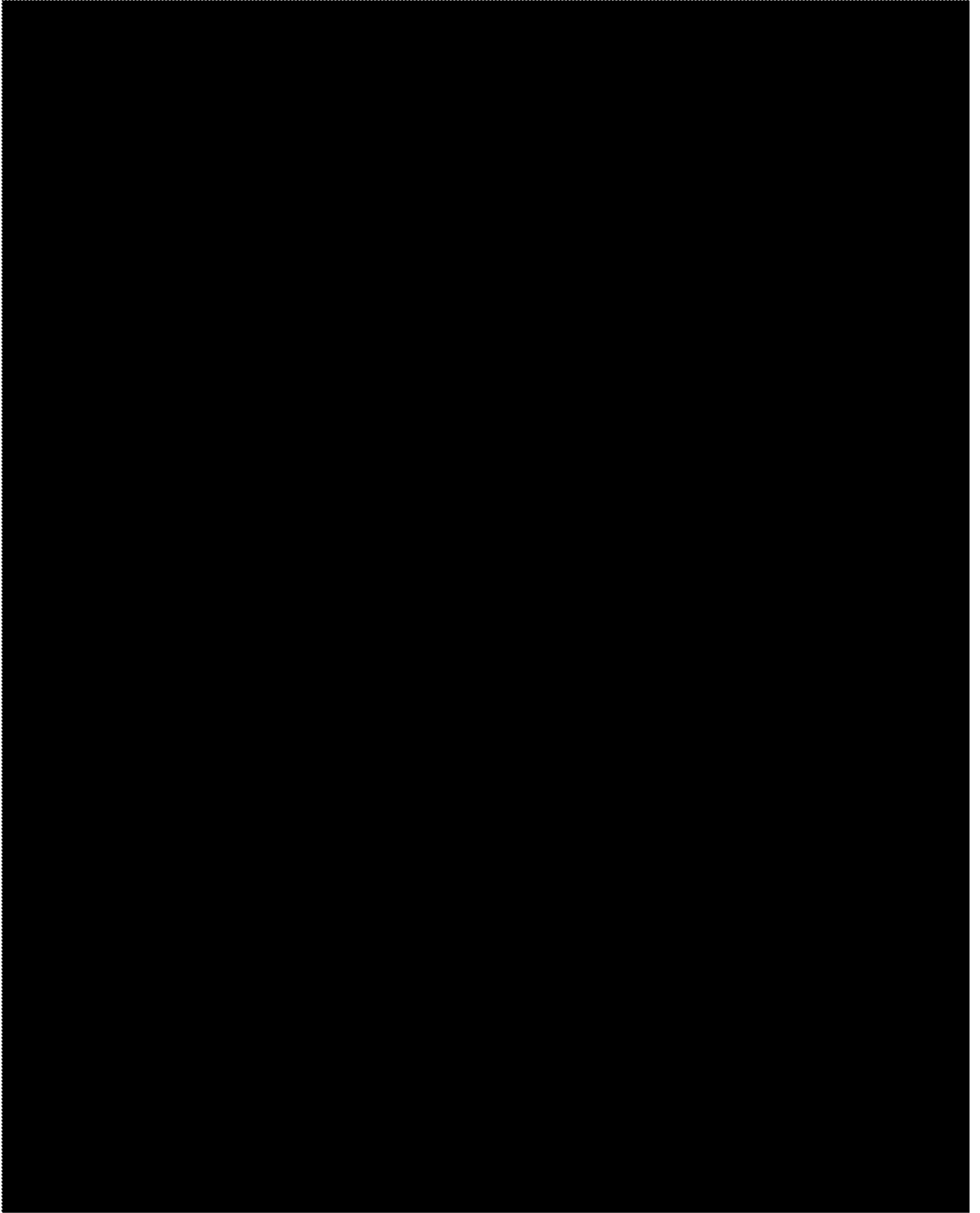


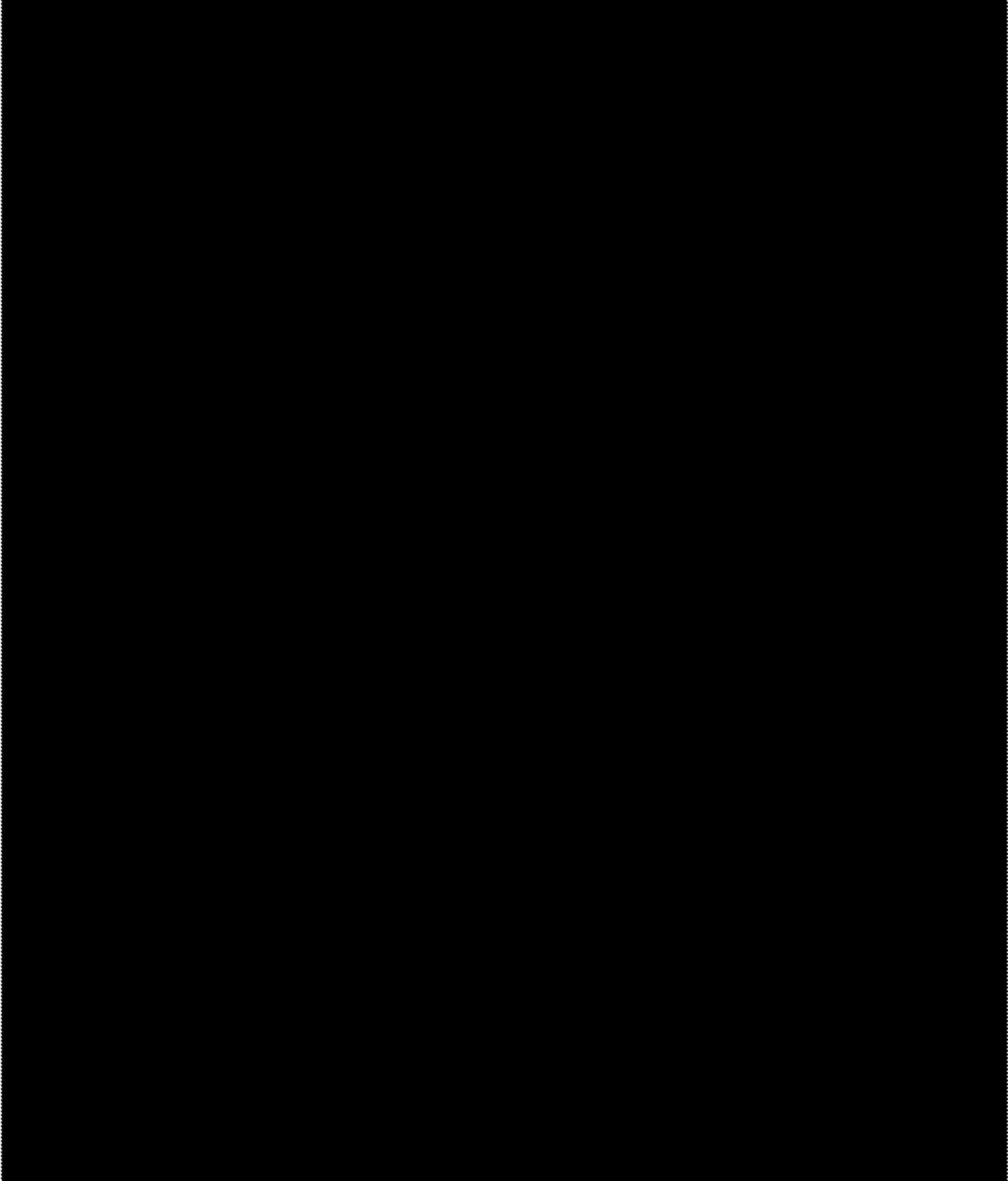


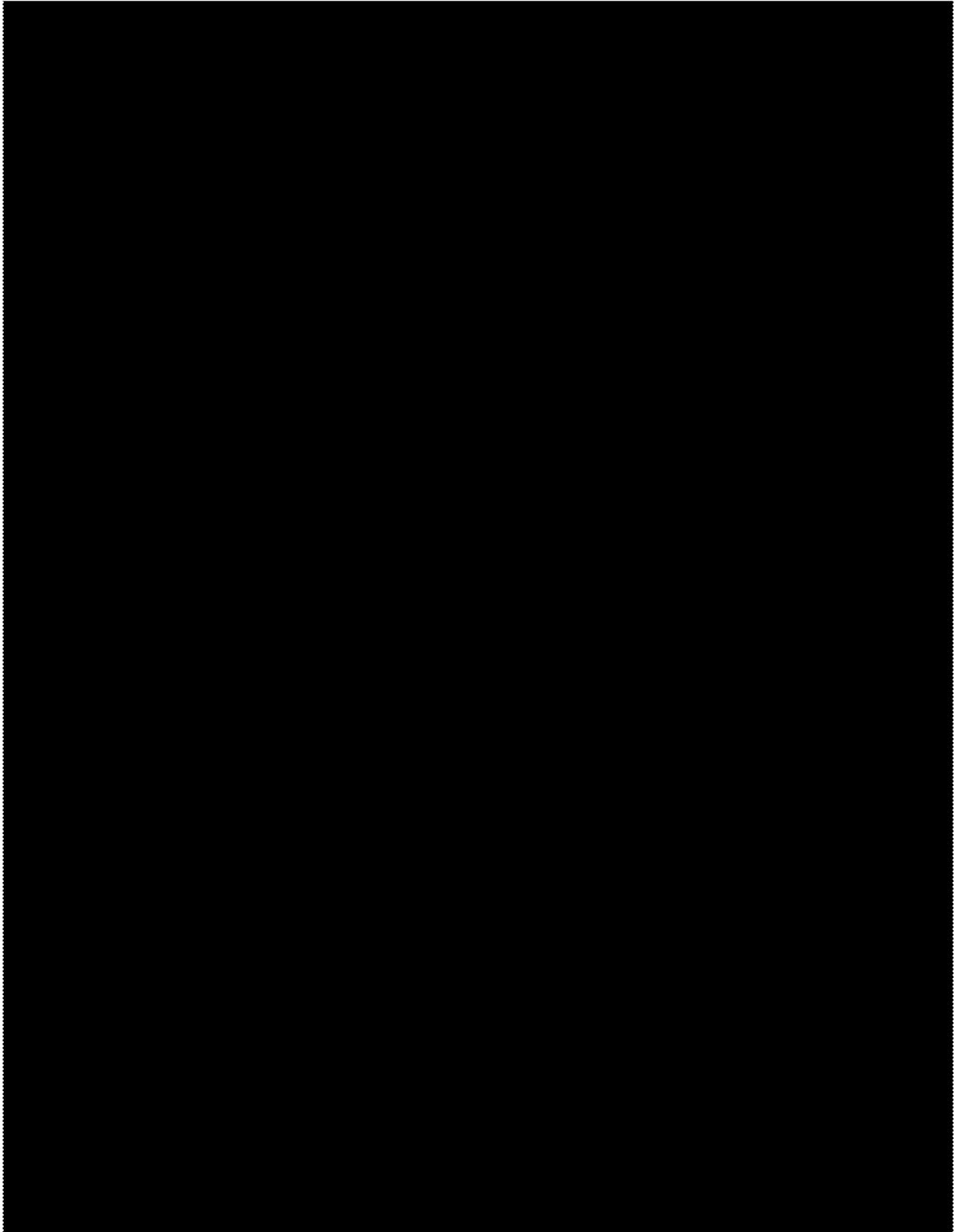















[SIGNATURE PAGE FOLLOWS]



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

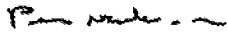
Signatures

Bally Schuhfabriken AG, as Pledgor

Name:
Title:

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: Penny Neville-Park
Title: Authorised Signatory

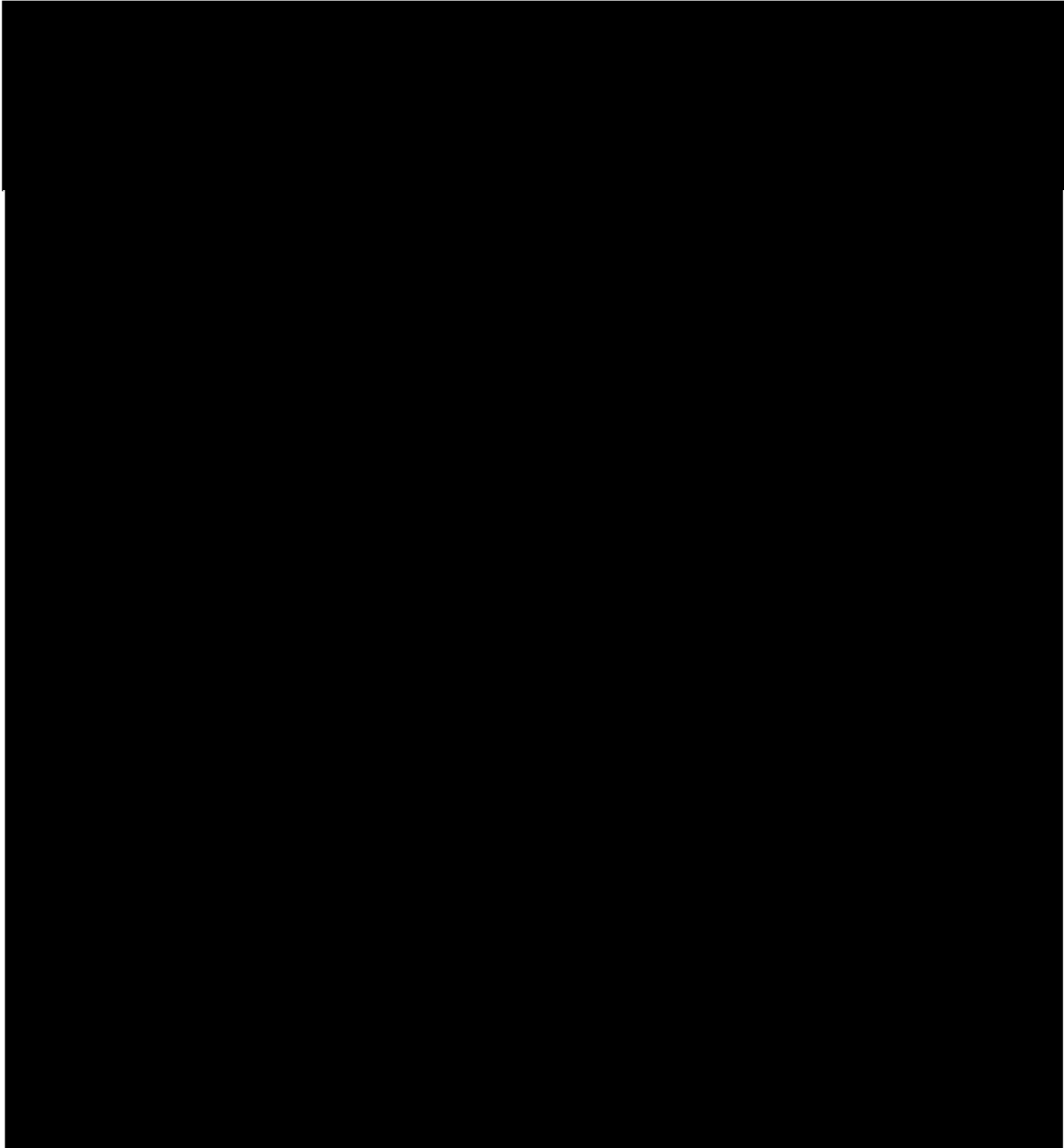


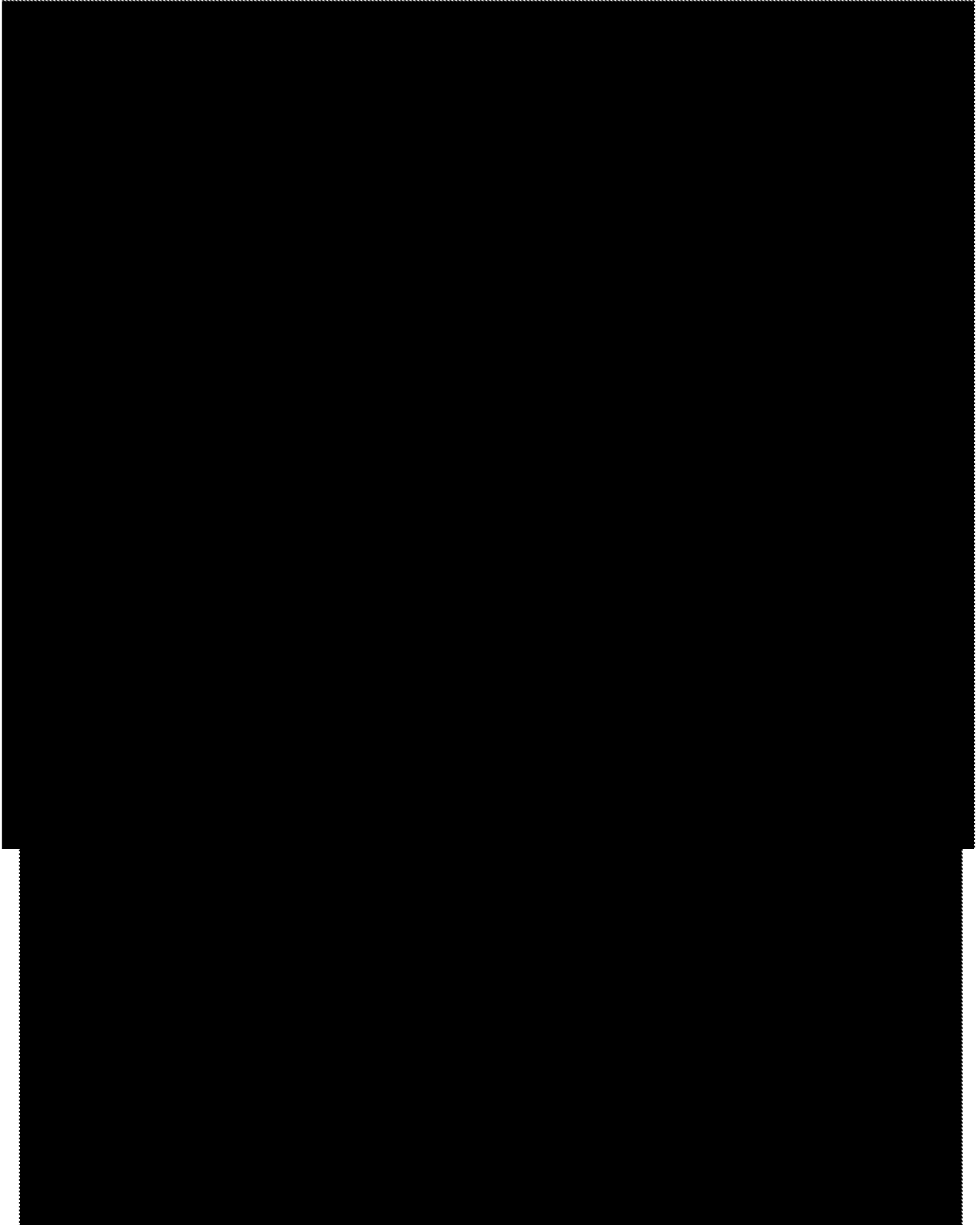
Name: Alison Butt
Title: Authorised Signatory

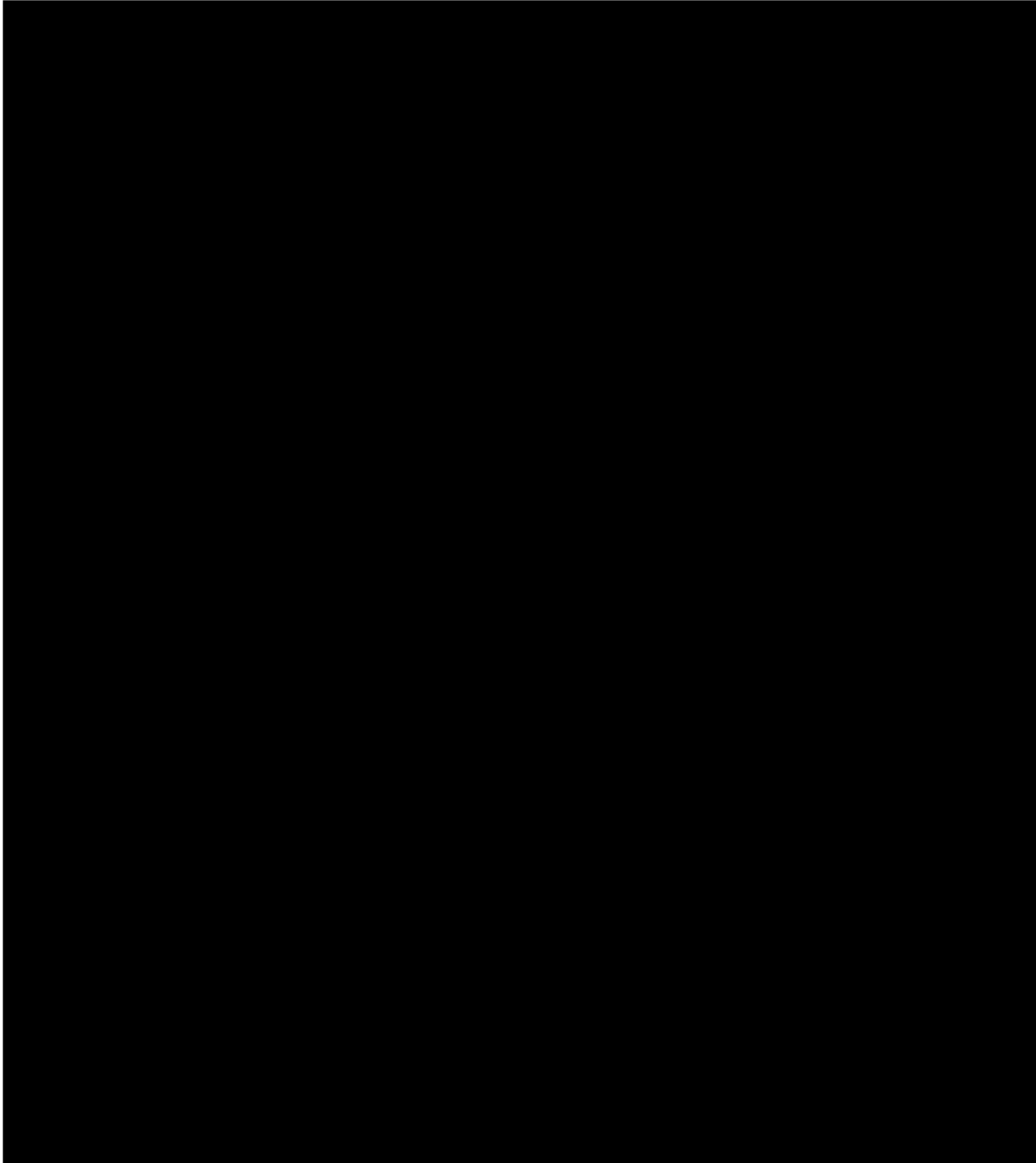
Schedule 1: Original Pledgees

- 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)

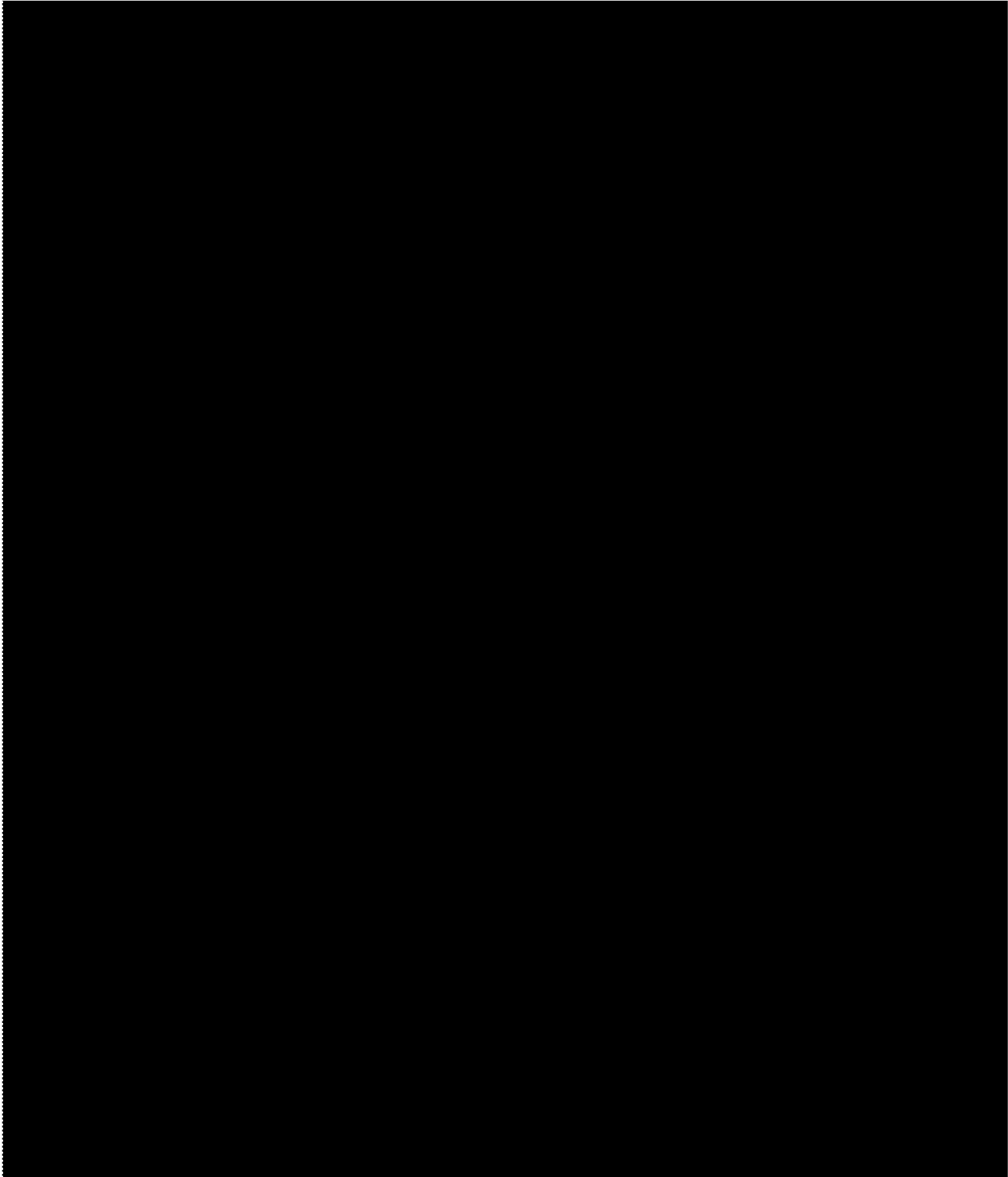
Schedule 2: Intellectual Property

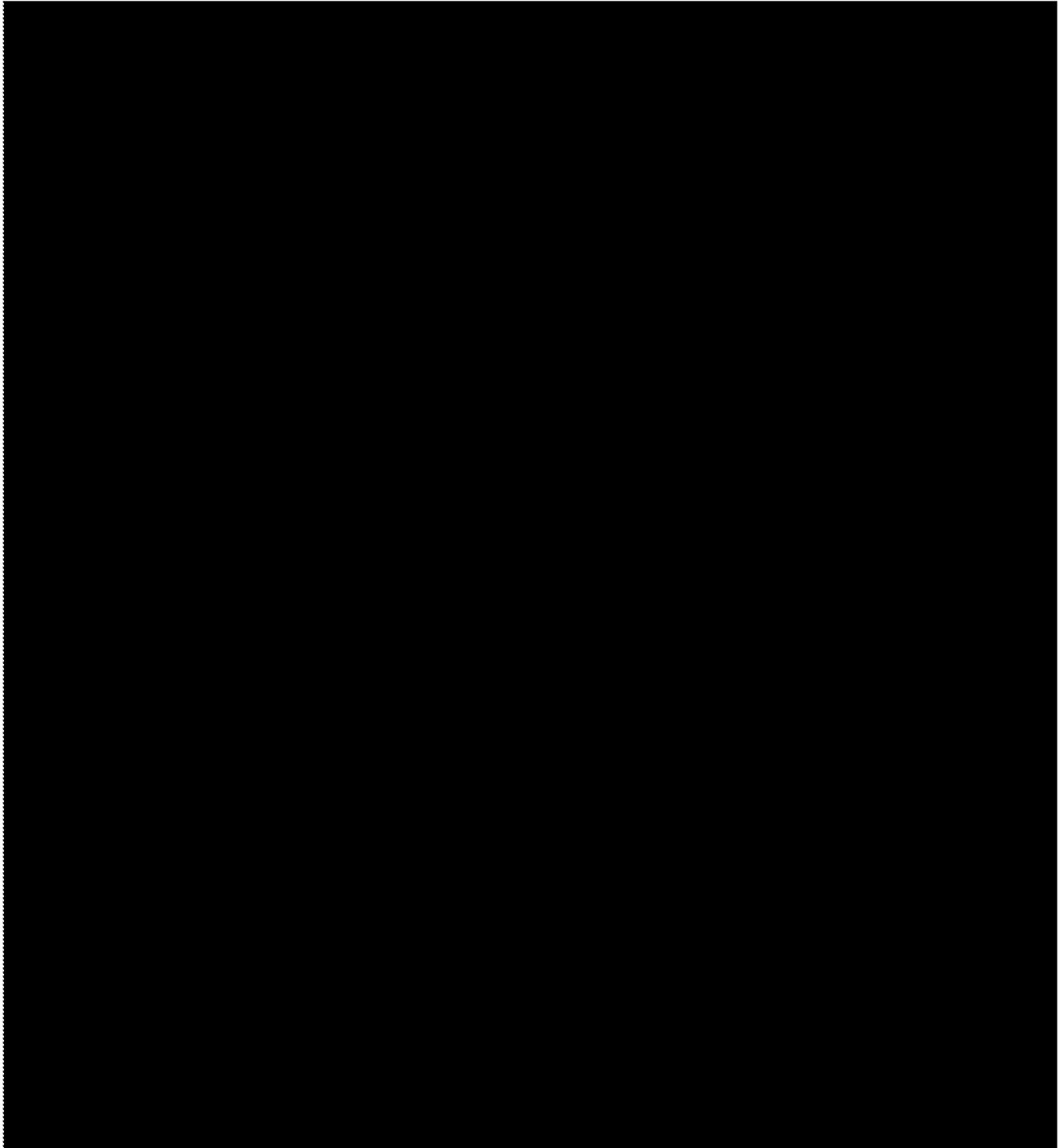


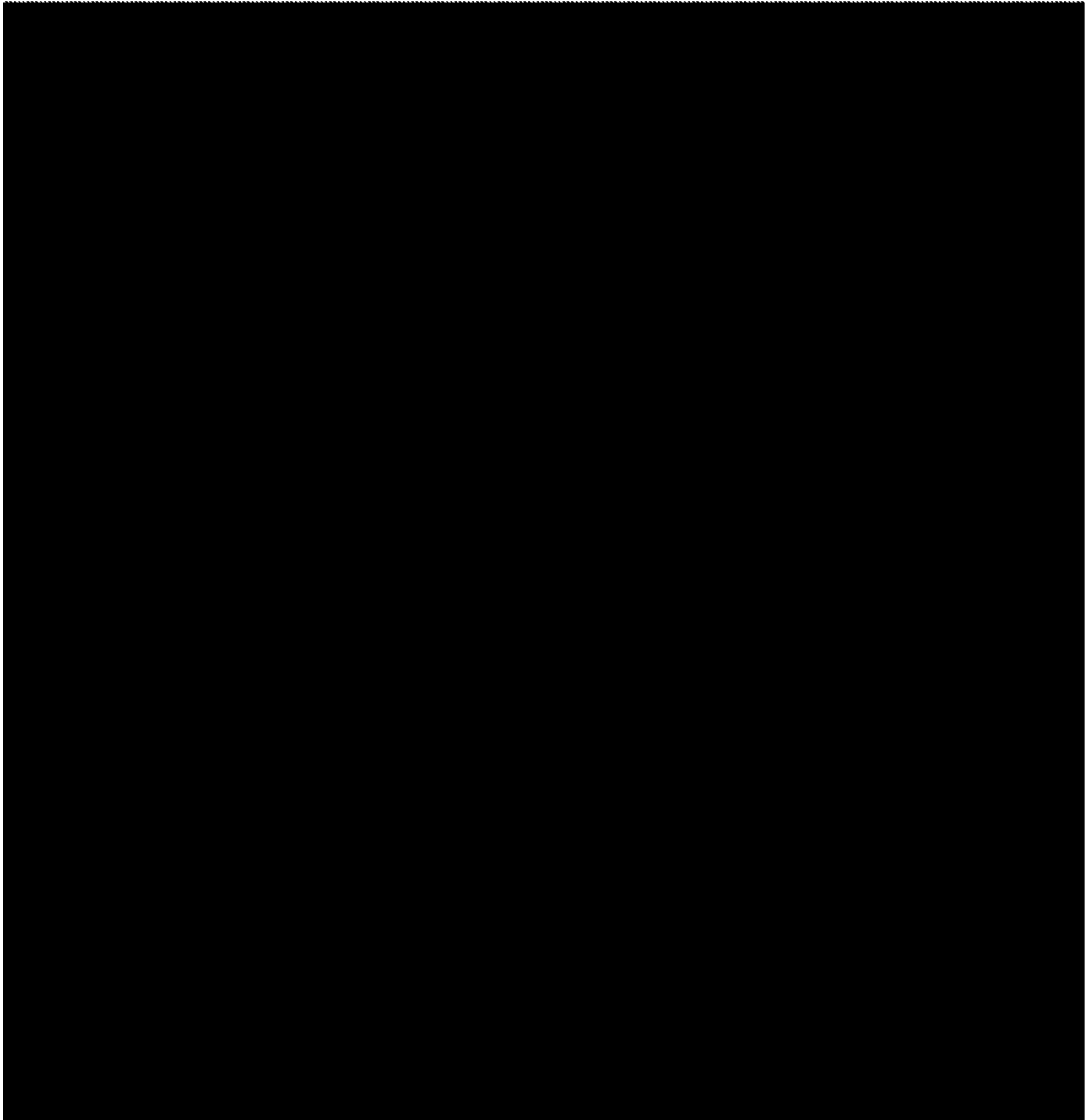




NATIONAL TRADEMARKS








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	(25) 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	(03, 06, 18, 25) (18) 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. (25) 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)

