

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624389

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ULC IP Holdings, LLC		12/31/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Trade Capital Services, Inc.		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2401979	P	
Registration Number:	4332388	P	
Registration Number:	4215228	P	
Registration Number:	4211389	P	
Registration Number:	3269550	PP2 BY PRO PLAYER	
Registration Number:	2901823	PRO PLAYER	
Registration Number:	4211357	PRO PLAYER	
Registration Number:	4828378	PRO PLAYER	
Serial Number:	87582144	PRO PLAYER LEGACY COLLECTION	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	6142803562		
Email:	ted.mulligan@wolterskluwer.com		
Correspondent Name:	Ted Mulligan		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		

OP \$240.00 2401979

NAME OF SUBMITTER:	Ted Mulligan
SIGNATURE:	/tedmulligan/
DATE SIGNED:	02/04/2021
Total Attachments: 14 source=20210202_144631#page1.tif source=20210202_144631#page2.tif source=20210202_144631#page3.tif source=20210202_144631#page4.tif source=20210202_144631#page5.tif source=20210202_144631#page6.tif source=20210202_144631#page7.tif source=20210202_144631#page8.tif source=20210202_144631#page9.tif source=20210202_144631#page10.tif source=20210202_144631#page11.tif source=20210202_144631#page12.tif source=20210202_144631#page13.tif source=20210202_144631#page14.tif	



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made this 31st day of December, 2020 between ULC IP HOLDINGS, LLC, a Delaware limited liability company ("Borrower"), having its chief executive office at 48 West 38th Street, New York, New York 10018, and WELLS FARGO TRADE CAPITAL SERVICES, INC. ("Lender"), having a place of business at 100 Park Avenue, New York, New York 10017.

WITNESSETH:

WHEREAS, Lender has entered or is about to enter into certain financing arrangements with Borrower pursuant to that certain Credit Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Credit Agreement"), pursuant to which Lender has agreed to may make loans and advances and provide other financial accommodations to Borrower); and

WHEREAS, in order to induce Lender to enter into the Credit Agreement and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Lender certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. DEFINED TERMS

All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Lender a collateral security interest in and a general lien upon, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications owned by Borrower, including (i) the registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses and/or Trademark Licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and (d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by Borrower against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States 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 validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use or statement of use that is accepted by the United States Patent and Trademark Office so that the application is converted to an in use application, such intent-to-use trademark application shall be considered Collateral, but only to the extent it would have been Collateral but for this sentence and, provided further that, for the avoidance of doubt, Grantor's membership interests in HRLY BSA Group LLC and Avalanche IP LLC shall not constitute Collateral hereunder (it being acknowledged and agreed that the exclusion of Grantor's membership interests in HRLY BSA Group LLC and Avalanche IP LLC from Collateral shall in no way be construed to limit, impair, or otherwise affect the continuing security interests of Lender in monies due or to become due under any operating agreement or other agreement relating to such membership interests, or in any proceeds from the sale or other disposition of such membership interests). For the purposes of this Agreement, "Trademark License" means any licenses or other similar rights provided by Borrower to any other Person in or with respect to the use of any Trademark owned by Borrower.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement, the Credit Agreement, or any other Loan Documents (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Lender to Borrower under the Loan Documents:

(a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) The Collateral consisting of Trademarks identified on Exhibit A are registered or applied for (other than those registrations being assigned to Borrower on or about the date hereof as a result of a merger of Borrower's affiliate, Fun Socks IP Holdings LLC, with and into Borrower) in the name of Borrower and Borrower owns the sole, full and clear title to all Collateral, and the right and power to grant the security interest and conditional assignment granted hereunder, subject to the Permitted IP Recording Undertakings. Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications, it being understood that Borrower shall have the discretion to decide in the ordinary course of business and in its reasonable business judgment not to register, maintain or renew one or more immaterial trademarks or registrations or take other steps to register or maintain the Collateral (other than the Collateral that consists of registered Trademarks acquired under the PEI IP Purchase Agreement, which Collateral Borrower shall maintain and shall not abandon except on notice to and with the approval of Lender. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except the security interests granted

hereunder and the licenses permitted under Section 4(e) below, and subject to the Permitted IP Recording Undertakings.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Lender, except as otherwise permitted herein, and except that Borrower may grant licenses in the Collateral without notice or approval of Lender. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's sole expense, promptly perform all acts and execute all documents reasonably requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Lender to execute and file one or more financing statements (or similar documents) in the United States with respect to the Collateral, signed only by Lender or as otherwise determined by Lender. Borrower further authorizes Lender to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate US federal, state or local government office.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth and disclosed in the Credit Agreement.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender one (1) original of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the remedies granted to Lender hereunder.

(g) Lender may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do (after the expiration of all applicable notice and cure periods) as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Borrower, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

(h) If Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Lender, Borrower shall promptly execute and deliver to Lender any and all agreements, instruments, documents and such other papers as may be reasonably requested by Lender to evidence the security interests in such Trademark in favor of Lender (subject to the provision set forth above in Paragraph 2 regarding intent to use applications).

(i) Borrower has not abandoned any of the Trademarks and Borrower shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or

avoidable, other than the abandonment of immaterial Trademarks in the ordinary course of business (it being acknowledged and agreed that the Trademarks acquired in the PEI IP Purchase Agreement shall not be deemed to be immaterial Trademarks).

(j) Borrower shall render any assistance, as Lender shall determine is necessary or advisable, to Lender in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Lender's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) To Borrower's knowledge, no infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. To Borrower's knowledge, there has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Borrower shall promptly notify Lender if Borrower (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any (i) Trademark acquired in the PEI IP Purchase Agreement or (ii) any other Trademark if such infringement could reasonably be expected to result in a Material Adverse Effect.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) against Lender arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrower (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrower (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Credit Agreement.

(m) Borrower shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Borrower to Lender set forth in the Credit Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence and during the continuance of an Event of Default, (and only after the notice and cure provisions set forth in the Credit Agreement) in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Credit Agreement, the other Loan Documents, applicable law or otherwise, Lender shall have the following rights and remedies, in each case which are subject to the notice and cure provisions set forth in the Credit Agreement.:

(a) Lender may require that neither Borrower nor any affiliate of Borrower make any use of the Trademarks for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other

security interest granted to Lender by Borrower or any affiliate of Borrower or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole and absolute discretion deem appropriate, subject to then existing licenses that have been granted in the Collateral. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Subject to then existing licenses, Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Lender on demand all reasonable costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Borrower agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay Lender on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Credit Agreement.

(f) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the Credit Agreement, the other Loan Documents, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently, provided that all such remedies shall only be exercised in the event of an Event of Default, subject to the notice and cure provisions set forth above.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Borrower and Lender expressly submit and

consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Borrower and Lender irrevocably waive all claims, obligations and defenses that Borrower or Lender, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Lender to bring proceedings against Borrower in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) LENDER AND CLIENT DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Borrower waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Lender shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of Lender's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the Business Day after it is delivered to a recognized overnight courier service with instructions for next Business Day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures,

trusts, fund trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Lender shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement, the Credit Agreement and any other document referred to herein shall inure to the benefit of and shall bind Lender and Borrower and their respective successors and assigns.

(d) No failure or delay by Lender in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Lender's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Lender may have. No waiver by Lender will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.


(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the Credit Agreement and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

(g) This Agreement and any notices delivered under this Agreement, may be executed by means of (a) an electronic signature that complies with the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Lender reserves the right, in its sole discretion, to accept, deny, or condition acceptance of any electronic signature on this Agreement or on any notice delivered to Lender under this Agreement. This Agreement and any notices delivered under this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute only one instrument. Delivery of an executed counterpart of a signature page of this Agreement and any notices as set forth herein will be as effective as delivery of a manually executed counterpart of this Agreement or such notice.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

ULC IP HOLDINGS, LLC

By: _____ 

Name: Isaac Ash
Title: Sole Member

Address: 48 West 38th Street
New York, New York 10018

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: _____

Name: _____
Title: Authorized Signatory

Address: 100 Park Avenue
New York, New York 10017

Trademark Collateral Assignment and
Security Agreement

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

ULC IP HOLDINGS, LLC

By: _____
Name: _____
Title: _____

Address: 48 West 38th Street
New York, New York 10018

WELLS FARGO TRADE CAPITAL SERVICES, INC.

By: **Bradley Stanza** Digitally signed by Bradley Stanza
Date: 2020.12.30 20:25:47 -05'00'
Name: _____
Title: Authorized Signatory

Address: 100 Park Avenue
New York, New York 10017

Trademark Security Agreement

TRADEMARK
REEL: 007180 FRAME: 0161

EXHIBIT A
TO
TRADEMARK
SECURITY AGREEMENT

REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS, REGISTERED SERVICE
MARKS AND SERVICE MARK APPLICATIONS

Trademark	TM Logo	Country	Registration No./ Application No.	Registration Date/ Application Date
P		United States of America	2401979	Nov 7 2000
P		United States of America	4332388	May 7 2013
P		United States of America	4215228	Sep 25 2012
P		United States of America	4211389	Sep 18 2012
PP2 BY PRO PLAYER		United States of America	3269550	Jul 24 2007
PRO PLAYER	PRO PLAYER	United States of America	2901823	Nov 9 2004
PRO PLAYER	PRO PLAYER	United States of America	4211357	Sep 18 2012
PRO PLAYER	PRO PLAYER	United States of America	4828378	Oct 6 2015
PRO PLAYER LEGACY COLLECTION	PRO PLAYER LEGACY COLLECTION	United States of America	APP: 87582144	Filed: 08/24/2017

Trademark Security Agreement

ULC IP HOLDINGS, LLC

By: _____
Name: _____
Title: _____

Special Power of Attorney - Trademark
Security Agreement

TRADEMARK
REEL: 007180 FRAME: 0164

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of December in the year 2020, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

Special Power of Attorney - Trademark
Security Agreement