

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM654590

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|------------------------------|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of Security Interest in Intellectual Property Rights |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------|
| Credit Suisse AG, Cayman Islands Branch, as Existing Agent | | 06/16/2021 | Bank: SWITZERLAND |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Wilmington Trust, National Association, as Successor Agent |
| Street Address: | 50 South Sixth Street, Suite 1290 |
| City: | Minneapolis |
| State/Country: | MINNESOTA |
| Postal Code: | 55402 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 13

| Property Type | Number | Word Mark |
|----------------------|----------|------------------------------|
| Registration Number: | 4913753 | GEN2 |
| Registration Number: | 5601623 | GEN2SPORTS |
| Registration Number: | 2695002 | GENUINE STUFF |
| Registration Number: | 3768824 | OUTERSTUFF |
| Registration Number: | 3555222 | TEAM ATHLETICS |
| Registration Number: | 5078971 | TEAM STATION |
| Registration Number: | 5078972 | THE TEAM STATION |
| Registration Number: | 3477406 | CLIMATE CONTROL |
| Registration Number: | 4495142 | GAME STUFF |
| Registration Number: | 4495080 | SLEEP STUFF |
| Registration Number: | 2091404 | WEATHER CONTROL |
| Serial Number: | 85323230 | PRO STUFF |
| Serial Number: | 87873245 | TA TEAM ATHLETICS COTTON-DRI |

CORRESPONDENCE DATA

Fax Number:

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: 2023704750

TRADEMARK

Email: ipteam@cogencyglobal.com
Correspondent Name: Jennifer Tindie
Address Line 1: 1025 Connecticut Ave., NW, Suite 712
Address Line 2: COGENY GLOBAL INC.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1400004

NAME OF SUBMITTER: Rick Harrison

SIGNATURE: /Rick Harrison/

DATE SIGNED: 06/17/2021

Total Attachments: 5

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ASSIGNMENT OF
SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY RIGHTS (“Assignment”), effective as of June 16, 2021, is made by CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (in such capacity, the “Existing Agent”) and WILMINGTON TRUST, NATIONAL ASSOCIATION, as successor Collateral Agent (in such capacity, the “Successor Agent”) in connection with (i) the SECURITY AGREEMENT entered into by each Loan Party party thereto and the Existing Agent (the “Security Agreement”), (ii) the GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, entered into by OUTERSTUFF LLC (the “Grantor”) and the Existing Agent, dated as of July 28, 2014 (the “Closing Date IP Security Agreement”) and (iii) the GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS, entered into by the Grantor and the Existing Agent, dated as of June 8, 2020 (the “2020 IP Security Agreement”, and together with the Closing Date IP Security Agreement, the “IP Security Agreements”). Unless expressly provided otherwise herein, terms defined or that have their meaning provided for in the Security Agreement or the IP Security Agreements, as applicable, shall have the same meaning when used in this Assignment (including those defined terms incorporated by reference therein).

W I T N E S S E T H

WHEREAS, pursuant to the Security Agreement and IP Security Agreements, the Grantor granted to the Existing Agent for the benefit of the Existing Agent and the Secured Parties a continuing security interest in all the Collateral, including the intellectual property Collateral listed in Schedule A (the “Secured IP”); and

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Existing Agent and the Successor Agent, among others (the “Instrument”), the Existing Agent has agreed to assign to the Successor Agent the security interest in the Secured IP;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1. Assignment of Security Interest. The Existing Agent hereby assigns to the Successor Agent each of the Liens and security interests assigned, pledged, mortgaged or otherwise created in favor of the Existing Agent under the Security Agreement and IP Security Agreements over the Secured IP and the Successor Agent hereby assumes all such Liens and security interests for the benefit of the Successor Agent and the Lenders.

SECTION 2. Purpose. This Assignment has been executed and delivered by the Existing Agent and Successor Agent for the purpose of recording the assignment of the Liens and security interests set forth herein with the United States Patent and Trademark Office and the United States Copyright Office. The Liens and security interests referred to herein are expressly subject to the terms and conditions of the Security Agreement and IP Security Agreements as amended by the Instrument. The Security Agreement and IP Security Agreements as amended by the Instrument (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with their terms.

SECTION 3. Counterparts. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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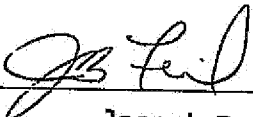
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered by their respective officers as of the day and year first written above.

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH,
as Existing Agent

By: Lawrence Park
Name: Lawrence Park
Title: Authorized Signatory

By: Rizwan Merchant
Name: Rizwan Merchant
Title: Authorized Signatory

WILMINGTON TRUST, NATIONAL
ASSOCIATION,
as Successor Agent

By: 
Name: _____
Title: Joseph B. Feil
Vice President

SCHEDULE A

| TRADEMARK NAME | RECORD OWNER | APPLICATION NUMBER | REGISTRATION NUMBER | STATUS |
|------------------------------------|-------------------------|-------------------------------|--------------------------------|---------------|
| GEN2 | Outerstuff LLC | 86/736,700 | 4,913,753 | Registered |
| GEN2SPORTS | Outerstuff LLC | 86/736,652 | 5,601,623 | Registered |
| GENUINE STUFF | Outerstuff LLC | 76339639 | 2695002 | Registered |
| OUTERSTUFF | Outerstuff LLC | 77633549 | 3768824 | Registered |
| TEAM ATHLETICS | Outerstuff LLC | 78424598 | 3555222 | Registered |
| TEAM STATION | Outerstuff LLC | 86/666,929 | 5,078,971 | Registered |
| THE TEAM STATION | Outerstuff LLC | 86/666,943 | 5,078,972 | Registered |
| CLIMATE CONTROL | Outerstuff LLC | 77111670 | 3477406 | Cancelled |
| GAME STUFF | Outerstuff LLC | 85249344 | 4495142 | Cancelled |
| SLEEP STUFF | Outerstuff LLC | 85035968 | 4495080 | Cancelled |
| WEATHER CONTROL | Outerstuff LLC | 75182320 | 2091404 | Cancelled |
| PRO STUFF | Outerstuff LLC | 85323230 | N/A | Abandoned |
| TA TEAM ATHLETICS COTTON-DRI | Outerstuff LLC | 87/873,245 | N/A | Abandoned |