

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM702947

<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>
Franklin Sports, Inc.		06/29/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of America, N.A.		
<b>Street Address:</b>	100 Federal Street		
<b>Internal Address:</b>	Mail Stop MA5-100-09-12		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6086573	STREET PACK	
<b>Registration Number:</b>	5913913	QUAD-FLEX TECHNOLOGY	
<b>Registration Number:</b>	5914916	FRANKLIN PET SUPPLY CO	
<b>Registration Number:</b>	6114954	MAX GRIT	
<b>Registration Number:</b>	6124719	FRANKLIN FIELD DAY	
<b>Registration Number:</b>	6113681	OPTIMA	
<b>Registration Number:</b>	6330122	FRANKLIN	
<b>Registration Number:</b>	6113722	ARCTIC TRAILS	
<b>Registration Number:</b>	6284660	DON'T TOUCH THE LAVA!	
<b>Registration Number:</b>	6227643	PROBRITE	
<b>Registration Number:</b>	6264743	RTP READY TO PLAY	
<b>Registration Number:</b>	6268685	HAMMERIN' HANDS	
<b>Registration Number:</b>	6327468	FEED THE FROG	
<b>Registration Number:</b>	6327473	NATURAL II	
<b>Registration Number:</b>	6328853	FLEXPLAY	
<b>Serial Number:</b>	90059826	FREEFLEX	
<b>Serial Number:</b>	90088054	CLIFF HANGER	
<b>Serial Number:</b>	90175100	POWER-BLAST	

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Property Type	Number	Word Mark
Serial Number:	90175157	FRANKLIN FUTURE CHAMPS
Serial Number:	90175208	EDGE ARMOR
Serial Number:	90206539	DR. GLOVE
Serial Number:	90344389	PROSHOT
Serial Number:	90416863	STREETXTREME
Serial Number:	90494681	SLURVE-BALL
Serial Number:	90551193	SCORE N' SOUNDS
Serial Number:	90605941	FRANKLIN
Serial Number:	90644653	HOVERTRON
Serial Number:	90644668	RIDE N SLIDE

**CORRESPONDENCE DATA**

**Fax Number:** 8883259172

*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:** 16172390567

**Email:** carla.hines@lockelord.com

**Correspondent Name:** Carla A Hines

**Address Line 1:** LOCKE LORD LLP

**Address Line 4:** Boston, MASSACHUSETTS 02199

<b>ATTORNEY DOCKET NUMBER:</b>	1428636.00017
<b>NAME OF SUBMITTER:</b>	Carla A Hines
<b>SIGNATURE:</b>	/s/ Carla A. Hines
<b>DATE SIGNED:</b>	01/19/2022

**Total Attachments: 6**

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## SECURITY AGREEMENT (TRADEMARKS)

June 29, 2021

**WHEREAS** Franklin Sports, Inc. (the "Pledgor"), a Delaware corporation whose principal place of business is located at 17 Campanelli Parkway, Stoughton, Massachusetts is the owner and user of the United States registered trademarks and/or trademark applications listed on the attached Schedule A (collectively, the "Trademarks");

**WHEREAS** Pledgor has entered into that certain Amended and Restated Credit and Security Agreement dated as of January 15, 2003 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") between the Pledgor and Bank of America, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation) (the "Lender"), pursuant to which the Pledgor has granted to the Lender a security interest in, among other things, the Trademarks;

**WHEREAS** the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks and any proceeds thereof, including, without limitation, the right, to exercise its remedies under the Credit Agreement in connection with all of the Pledgor's right, title and interest in the Trademarks;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, all of the Pledgor's right, title and interest in and to the Trademarks, together with the good will of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks (collectively, the "Trademark Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.


This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor and the Lender each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

FRANKLIN SPORTS, INC.

By:   
Name: Adam Franklin  
Title: President

BANK OF AMERICA, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)

By: \_\_\_\_\_  
Name: Christopher M. O'Halloran  
Title: Senior Vice President

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, each of the Pledgor and the Lender has caused this Security Agreement (Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

FRANKLIN SPORTS, INC.

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

BANK OF AMERICA, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)

By: \_\_\_\_\_  
Name: Christopher M. O'Halloran  
Title: Senior Vice President

(Signature Page to Trademark Security Agreement)

**SCHEDULE A**

## UNITED STATES REGISTERED TRADEMARKS

STREET PACK	6086573	Franklin Sports, Inc.
QUAD-FLEXTECHNOLOGY	5913913	Franklin Sports, Inc.
FRANKLIN PET SUPPLY CO	5914916	Franklin Sports, Inc.
MAX GRIT	6114954	Franklin Sports, Inc.
FRANKLIN FIELD DAY	6124719	Franklin Sports, Inc.
OPTIMA	6113681	Franklin Sports, Inc.
FRANKLIN Color Logo	6330122	Franklin Sports, Inc.
ARCTIC TRAILS	6113722	Franklin Sports, Inc.
DON'T TOUCH THE LAVA!	6284660	Franklin Sports, Inc.
PROBRITE	6227643	Franklin Sports, Inc.
RTP READY TO PLAY	6264743	Franklin Sports, Inc.
HAMMERIN' HANDS	6268685	Franklin Sports, Inc.
FEED THE FROG	6327468	Franklin Sports, Inc.
NATURAL II	6327473	Franklin Sports, Inc.
FLEXPLAY	6328853	Franklin Sports, Inc.

## UNITED STATES TRADEMARK APPLICATIONS

<b>Trademark</b>	<b>Serial Number</b>	<b>Owner</b>
FREEFLEX	90059826	Franklin Sports, Inc.
CLIFF HANGER	90088054	Franklin Sports, Inc.
POWER-BLAST	90175100	Franklin Sports, Inc.
FRANKLIN FUTURE CHAMPS	90175157	Franklin Sports, Inc.
EDGE ARMOR	90175208	Franklin Sports, Inc.
DR. GLOVE	90206539	Franklin Sports, Inc.
PROSHOT	90344389	Franklin Sports, Inc.

STREET XTREME	90416863	Franklin Sports, Inc.
SLURVE-BALL	90494681	Franklin Sports, Inc.
SCORE N' SOUNDS	90551193	Franklin Sports, Inc.
FRANKLIN (pickleball)	90605941	Franklin Sports, Inc
HOVERTRON	90644653	Franklin Sports, Inc
RIDE N SLIDE	90644668	Franklin Sports, Inc