

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM716276

<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>
INTERNATIONAL CREATIVE MANAGEMENT PARTNERS LLC		03/22/2022	Limited Liability Company: DELAWARE
SELECT SPORTS GROUP, LLC		03/22/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TRUIST BANK		
<b>Street Address:</b>	303 Peachtree St., N.E.		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	Chartered Bank: NORTH CAROLINA		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1716316	ICM	
<b>Registration Number:</b>	1037016	ICM	
<b>Registration Number:</b>	2099122	ICM	
<b>Registration Number:</b>	3076988	ICM	
<b>Registration Number:</b>	1037015	INTERNATIONAL CREATIVE MANAGEMENT, INC.	
<b>Registration Number:</b>	3475255	INTERNATIONAL CREATIVE MANAGEMENT	
<b>Registration Number:</b>	4423892	ICM PARTNERS	
<b>Registration Number:</b>	4573260	ICM COMMUNITY PARTNERS FOUNDATION	
<b>Registration Number:</b>	6020599	ICM SPEAKERS	
<b>Registration Number:</b>	5029502	SSG	
<b>Registration Number:</b>	5029501	SELECT SPORTS GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7044441111		
<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>	17044441115		

CH \$290.00 1716316

**Email:** elissa.hart@alston.com  
**Correspondent Name:** Lauren R. Timmons  
**Address Line 1:** Alston & Bird LLP  
**Address Line 2:** 101 South Tryon Street, Suite 4000  
**Address Line 4:** Charlotte, NORTH CAROLINA 28280

**NAME OF SUBMITTER:** Elissa Hart

**SIGNATURE:** /Elissa Hart/

**DATE SIGNED:** 03/23/2022

**Total Attachments: 5**

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**THIS TRADEMARK SECURITY AGREEMENT**, dated as of March 22, 2022 (this “Security Agreement”), is made by **INTERNATIONAL CREATIVE MANAGEMENT PARTNERS LLC**, a Delaware limited liability company and **SELECT SPORTS GROUP, LLC**, a Texas limited liability company (collectively, the “Grantors”), in favor of **TRUIST BANK**, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Guaranty and Security Agreement referred to below).

**WHEREAS**, **TLBFP, LLC**, a Delaware limited liability company (the “Borrower”), **TLBFP II, LLC**, a Delaware limited liability company (“Holdings”), the lenders from time to time parties thereto (the “Lenders”), the issuing bank party thereto and the Administrative Agent have entered into a Bridge Loan Agreement, dated as of March 22, 2022 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the “Bridge Loan Agreement”);

**WHEREAS**, in connection with the Bridge Loan Agreement, the Borrower, Holdings and certain of its Subsidiaries, including the Grantors, have entered into the Guaranty and Security Agreement, dated as of March 22, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), in favor of the Administrative Agent for the benefit of the Secured Parties; and

**WHEREAS**, the Guaranty and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Bridge Loan Agreement, each Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

**SECTION 2. Grant of Security Interest in Trademark Collateral.** Each of the Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges, assigns, transfers and grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under the following Collateral (the “Trademark Collateral”):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Guaranty and Security Agreement.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement, and each Grantor hereby acknowledges and agrees

that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

**SECTION 4. Grantors Remain Liable.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks Licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart to this Security Agreement or any other Loan Document by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**SECTION 6. Governing Law.** THIS SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Remainder of page intentionally left blank; signature pages follow]


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**INTERNATIONAL CREATIVE MANAGEMENT PARTNERS LLC**

By: ICE PARTNERS LLC  
Its: Managing Member

By: TLBFP, LLC  
Its: Managing Member


By: TLBFP II, LLC  
Its: Sole Member

By:   
Name: Chris Silbermann  
Title: Chief Executive Officer

**SELECT SPORTS GROUP, LLC**

By: TLBFP, LLC  
Its: Sole Member

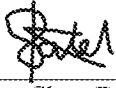
By: TLBFP II, LLC  
Its: Sole Member

By:   
Name: Chris Silbermann  
Title: Chief Executive Officer

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

TRUIST BANK

By:  \_\_\_\_\_

Name: Shac B. Patel

Title: Director

**SCHEDULE I**

**Trademarks and Trademark Licenses**

**I. REGISTERED TRADEMARKS**

<b>U.S. REGISTRATIONS</b>				
<b>OWNER</b>	<b>MARK</b>	<b>CLASS</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
<b>International Creative Management Partners LLC</b>	ICM <sup>1</sup>	35, 36	1168641	9/8/81
	ICM	35, 41	1716316	9/15/92
	ICM	41	1037016	3/30/76
	ICM	41	2099122	9/23/97
	ICM	35	3076988	4/4/06
	INTERNATIONAL CREATIVE MANAGEMENT, INC.	41	1037015	3/30/76
	INTERNATIONAL CREATIVE MANAGEMENT	35, 36, 41	3475255	7/29/08
	ICM PARTNERS	35, 36 & 41	4423892	10/29/13
	ICM COMMUNITY PARTNERS FOUNDATION (and design)	36	4573260	7/22/14
	ICM SPEAKERS	41	6020599	3/24/20
<b>Select Sports Group, LLC</b>	SSG & Design	35	5029502	8/30/16
	Select Sports Group	35	5029501	8/30/16

**II. TRADEMARK APPLICATIONS**

None.

**III. TRADEMARK LICENSES**

None.

<sup>1</sup> This will expire after a six month grace period ending on 3/8/22.