

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM747759

<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>
BARNESMITH, INC	FORMERLY IVYSPORT, INC	08/10/2022	Corporation: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	WESTMOUNT GROUP LLC		
<b>Street Address:</b>	900 Third Ave, Suite 1403		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: NEW YORK		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6200295	BARNESMITH	
<b>Registration Number:</b>	6265734	BARNESMITH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>	6175732700		
<b>Email:</b>	Andrew.Jaworski@hklaw.com,susan.dinicola@hklaw.com,Kyle.Turnbull@hklaw.c		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Ave		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02116		
<b>NAME OF SUBMITTER:</b>	Andrew Jaworski		
<b>SIGNATURE:</b>	/Andrew J. Jaworski/		
<b>DATE SIGNED:</b>	08/11/2022		
<b>Total Attachments: 6</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2022, is entered into by BARNESMITH, INC. (FKA IVYSPORT, INC.) (the "*Grantor*"), in favor of WESTMOUNT GROUP LLC, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, together with its successors and assigns, the "*Collateral Agent*").

### WITNESSETH:

WHEREAS, the Grantor is party to a Guarantee and Collateral Agreement, dated as of February 28, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "GCA"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the GCA and used herein have the meaning given to them in the GCA.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in on all of its right, title and interest in, to and under all the following Collateral of the Grantor:

- A. all Trademarks and Trademark Licenses of the Grantor listed on Schedule I attached hereto;
- B. all goodwill associated with such Trademarks and Trademark Licenses;
- C. all Proceeds of any and all of the foregoing; and
- D. all rights to sue for past, present or future infringements and other violations thereof.

Notwithstanding anything to the contrary contained in clauses A, B, C and D above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Assets.

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the GCA and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses made and granted hereby are more fully set forth in the GCA, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the GCA, the provisions of the GCA shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. This Trademark Security Agreement and the security interests granted hereby shall immediately and automatically terminate as set forth in the Credit Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

**SECTION 6. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5 1401 AND 5 1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.**

[signature page follows]

IN WITNESS WHEREOF, the 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.

Very truly yours,

**BARNESMITH, INC. (FKA IVYSPORT, INC.)**

By: Justin Sirpilla  
Name: Justin Sirpilla  
Title: President

Accepted and Agreed:

WESTMOUNT GROUP LLC,  
as Collateral Agent

By: \_\_\_\_\_  
Name: Marc Helwani  
Title: Managing Member

IN WITNESS WHEREOF, the 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.

Very truly yours,

**BARNESMITH, INC. (FKA IVYSPORT, INC.)**

By: \_\_\_\_\_  
Name: Justin Sirpilla  
Title: President

Accepted and Agreed:

WESTMOUNT GROUP LLC,  
as Collateral Agent

By:       *Marc Helwani*        
Name: Marc Helwani  
Title: Managing Member

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS**  
**AND TRADEMARK LICENSES**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Barnesmith, Inc. (fka IvySport, Inc.)	6,200,295	BARNESMITH (word mark)
Barnesmith, Inc. (fka IvySport, Inc.)	6,265,734	BARNESMITH (word mark)

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK

**Trademark Licenses:**

1. Oral Online Retailing License Agreement, between Grantor and the Council for Ivy League Presidents.
2. Yale University, Trademark License Agreement dated January 1, 2021.
3. Harvard, Trademark License Agreement dated January 1, 2018, as amended by that Amendment to the Trademark License Agreement dated December 31, 2021.
4. Exemplar Associates, LLC (Columbia University, Cornell University, University of Pennsylvania), License Agreement dated July 1, 2016; as amended by updated Schedules A from Columbia University, Cornell University, and University of Pennsylvania, each dated July 14, 2022.
5. Collegiate Licensing Company LLC (Brown), Standard Retail Product License Agreement effective as of August 27, 2020; as amended by that certain Addendum to Renew dated May 25, 2021, and as further amended by that certain Addendum to Renew dated June 15, 2022.
6. Trustees of Princeton University, Trademark License Agreement effective January 1, 2021.
7. Trustees of Dartmouth College, Trademark License Agreement (WHOLESALE) dated July 1, 2022.

8. Massachusetts Institute of Technology, Trademark License Agreement signed by the Company March 29, 2021.