

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOBULL, LLC		08/17/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn, Floor L2		
Internal Address:	Suite IL1-1145		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-2300		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5258547	NOBULL	
Registration Number:	6740108	NOBULL	
Registration Number:	5337792	NOBULL	
Registration Number:	4794983	U	
Registration Number:	5040822	JUST THE HORNS	
Registration Number:	6441280	#IAMNOBULL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011745-0014		
NAME OF SUBMITTER:	Catherine C. Maresh		

OP \$165.00 5258547

SIGNATURE:	/Catherine C. Maresh/
DATE SIGNED:	08/18/2022
Total Attachments: 7 source=JPM Trademark Security Agreement#page1.tif source=JPM Trademark Security Agreement#page2.tif source=JPM Trademark Security Agreement#page3.tif source=JPM Trademark Security Agreement#page4.tif source=JPM Trademark Security Agreement#page5.tif source=JPM Trademark Security Agreement#page6.tif source=JPM Trademark Security Agreement#page7.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) dated as of August 17, 2022, is made by the Person listed on the signature pages hereof (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., in its capacity as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (the “Administrative Agent”).

Reference is made to the Credit Agreement, dated as of August 17, 2022 (as amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”) among NOBULL, LLC, a Delaware limited liability company (the “Borrower”), the Loan Parties party thereto from time to time, the Lenders party thereto from time to time and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Whereas, as a condition precedent to the Lenders’ extension of such credit, the Grantor has executed and delivered that certain Pledge and Security Agreement dated as of August 17, 2022, made by the Grantor to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

Whereas, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office, state or provincial trademark offices and other governmental authorities.

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

SECTION 1. Terms. Terms used herein but not defined shall have the meaning assigned to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, and satisfaction of the Secured Obligations, the Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a lien on and continuing security interest in and to all of the Grantor’s right, title and interest in, to and under the Trademarks, whether now owned or at any time hereafter acquired by the Grantor or that the Grantor now has or at any time in the future may acquire, including the Trademarks set forth on Schedule A attached hereto; provided that no security interest is granted in any Excluded Property (as defined in the Security Agreement) (including any intent-to-use trademark application prior to the filing and acceptance by the Applicable IP Office of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable federal law).

SECTION 3. Security for Obligations. The grant of a security interest in the Trademarks by the Grantor under this Trademark Security Agreement is made to secure the payment or performance, as the case may be, in full of the Secured Obligations.

SECTION 4. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer or foreign office record this Trademark Security Agreement.

SECTION 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 6. Security Agreement. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein; provided, however, that nothing in this Trademark Security Agreement shall expand, limit, or otherwise modify the security interests granted pursuant to the Security Agreement. In the event any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the undersigned have executed this Trademark Security Agreement as of the date first above written.

NOBULL, LLC,
as Grantor

By: 

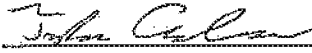
Name: John McQuarough

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007825 FRAME: 0949

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Tyler Ambrose
Title: Authorized Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007825 FRAME: 0950

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

See attached.

Full Trademark List as of July 6, 2022

USPTO Reference	Trademark	Country	Status	App. No.	Filing Date	Reg. No.	Reg. Date	Class(es)	Owner
B1488.2000GAU00	NOBULL	Australia	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000GBR00	NOBULL	Brazil	Registered	912902981	20-Jun-2017		30-Oct-2018	18 Int.	NOBULL, LLC
B1488.2000GBR01	NOBULL	Brazil	Registered	912903015	20-Jun-2017		30-Oct-2018	25 Int.	NOBULL, LLC
B1488.2000GCA00	NOBULL	Canada	Registered	1831796	5-Apr-2017	TMA1955376	9-Sep-2019	N/A	NOBULL, LLC
B1488.2000GCH00	NOBULL	Switzerland	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000CND00	NOBULL	China (People's Republic)	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000CND03	NOBULL	China (People's Republic)	Pending	1342463	1-Feb-2017			25 Int.	NOBULL, LLC
B1488.2000ENM00	NOBULL	European Union (Community)	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000GEG00	NOBULL	United Kingdom	Registered	1342463	1-Feb-2017	81342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000GLI00	NOBULL	Israel	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000GIN00	NOBULL	India	Published	1342463	1-Feb-2017			18 Int.	NOBULL, LLC
B1488.2000JPN00	NOBULL	Japan	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000KOR00	NOBULL	Korea, Republic of	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000NOR00	NOBULL	Norway	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000RUS00	NOBULL	Russian Federation	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000TUR00	NOBULL	Turkey	Registered	2018/116870	20-Dec-2018	2018/116870	19-Aug-2019	18 Int., 25 Int.	NOBULL, LLC
B1488.2000TWN00	NOBULL	Taiwan	Registered	109048506	21-Jan-2020	02174913	1-Oct-2021	18 Int., 25 Int., 28 Int.	NOBULL, LLC
B1488.2000USA00	NOBULL	United States of America	Registered	86/505087	15-Jan-2015	5238547	8-Aug-2017	18 Int., 25 Int., 09 Int., 14 Int., 18 Int., 28 Int., 41 Int.	NOBULL, LLC
B1488.2000USA01	NOBULL	United States of America	Allowed	88/646474	8-Oct-2019				NOBULL, LLC
B1488.2000USA02	NOBULL	United States of America	Registered	88/982113	8-Oct-2019	6740108	24-May-2022	35 Int.	NOBULL, LLC
B1488.2000VNO00	NOBULL	Vietnam	Registered	1342463	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000WPF00	NOBULL	Int'l Registration - Madrid Protocol Only	Registered	A0064737	1-Feb-2017	1342463	1-Feb-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000ZAF00	NOBULL	South Africa	Registered	2017/13358	16-May-2017	2017/13358	29-Mar-2021	18 Int.	NOBULL, LLC
B1488.2000ZAF01	NOBULL	South Africa	Registered	2017/13359	16-May-2017	2017/13359	29-Mar-2021	25 Int.	NOBULL, LLC
B1488.2000ZCN00	NOBULL	China (People's Republic)	Pending	65049764	4-Mar-2022			25 Int.	NOBULL, LLC
B1488.2000USA00	NOBULL	United States of America	Registered	86/505091	15-Jan-2015	5337792	21-Nov-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000AUS00	NOBULL	Australia	Registered	1866498	12-Jun-2017	1866498	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000BR00	NOBULL	Brazil	Registered	912903031	20-Jun-2017	912903031	30-Oct-2018	18 Int.	NOBULL, LLC
B1488.2000BR01	NOBULL	Brazil	Registered	912903040	20-Jun-2017	912903040	30-Oct-2018	25 Int.	NOBULL, LLC
B1488.2000CA00	NOBULL	Canada	Registered	1737563	15-Jul-2015	TMA983926	30-Oct-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000CND01	NOBULL	China (People's Republic)	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int.	NOBULL, LLC
B1488.2000CND02	NOBULL	China (People's Republic)	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.2000CND03	NOBULL	China (People's Republic)	Pending	1360555	12-Jun-2017			25 Int.	NOBULL, LLC
B1488.2000CND05	NOBULL	China (People's Republic)	Pending	1360555	12-Jun-2017			25 Int.	NOBULL, LLC
B1488.2000CND06	NOBULL	China (People's Republic)	Pending	1360555	12-Jun-2017			25 Int.	NOBULL, LLC
B1488.2000EM00	NOBULL	European Union (Community)	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000GBR00	NOBULL	United Kingdom	Registered	1360555	12-Jun-2017	81360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000ILI00	NOBULL	Israel	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000JPN00	NOBULL	Japan	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000KOR00	NOBULL	Korea, Republic of	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000RUS00	NOBULL	Russian Federation	Registered	1360555	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000USA00	NOBULL	United States of America	Registered	86/505102	15-Jan-2015	4794983	18-Aug-2015	18 Int., 25 Int.	NOBULL, LLC
B1488.2000VNO00	NOBULL	Vietnam	Pending	1360555	12-Jun-2017			18 Int., 25 Int.	NOBULL, LLC
B1488.2000WPF00	NOBULL	Int'l Registration - Madrid Protocol Only	Registered	A0067712	12-Jun-2017	1360555	12-Jun-2017	18 Int., 25 Int.	NOBULL, LLC
B1488.2000ZAF00	NOBULL	South Africa	Registered	2017/16522	14-Jun-2017	2017/16522	25-Mar-2022	18 Int.	NOBULL, LLC
B1488.2000ZAF01	NOBULL	South Africa	Registered	2017/16523	14-Jun-2017	2017/16523	13-Dec-2018	25 Int.	NOBULL, LLC
B1488.2000AUS00	JUST THE HORNS	Australia	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.2000BR00	JUST THE HORNS	Brazil	Registered	912903074	20-Jun-2017	912903074	30-Oct-2018	25 Int.	NOBULL, LLC
B1488.2000CA00	JUST THE HORNS	Canada	Registered	1842303	13-Jun-2017	TMA1063185	14-Nov-2019	25 Int.	NOBULL, LLC
B1488.2000CND00	JUST THE HORNS	China (People's Republic)	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.2000EM00	JUST THE HORNS	European Union (Community)	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.2000GBR00	JUST THE HORNS	United Kingdom	Registered	1358114	12-Jun-2017	81358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.2000ILI00	JUST THE HORNS	Israel	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC

B1488.20003JP00	JUST THE HORNS	Japan	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003KR00	JUST THE HORNS	Korea, Republic of	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003RU00	JUST THE HORNS	Russian Federation	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003US00	JUST THE HORNS	United States of America	Registered	86/897813	4-Feb-2016	5040822	13-Sep-2016	25 Int.	NOBULL, LLC
B1488.20003VN00	JUST THE HORNS	Vietnam	Registered	1358114	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003WP00	JUST THE HORNS	Int'l Registration - Madrid Protocol Only	Registered	A0067715	12-Jun-2017	1358114	12-Jun-2017	25 Int.	NOBULL, LLC
B1488.20003ZA00	JUST THE HORNS	South Africa	Registered	2017/16518	14-Jun-2017	2017/16518	1-Oct-2020	25 Int.	NOBULL, LLC
B1488.20004US00	HASHTAGHAMNOBULL	United States of America	Registered	87/504790	26-Jun-2017	6441280	3-Aug-2021	25 Int.	NOBULL, LLC
B1488.20006GB00	NO BULL	United Kingdom	Registered	2552646	14-Jul-2010	2552646	26-Nov-2010	25 Int.	NOBULL, LLC
B1488.20006GB01	NO BULL	United Kingdom	Registered	3054717	8-May-2014	3054717	22-Aug-2014	07 Int., 08 Int., 16 Int., 21 Int.	NOBULL, LLC
B1488.20006GB02	NO BULL	United Kingdom	Registered	3259905	28-Sep-2017	3259905	22-Dec-2017	09 Int.	NOBULL, LLC
B1488.20007GB00		United Kingdom	Registered	3054691	8-May-2014	3054691	22-Aug-2014	07 Int., 08 Int., 16 Int., 21 Int.	NOBULL, LLC
B1488.20008GB00		United Kingdom	Registered	3062630	3-Jul-2014	3062630	29-Jan-2016	09 Int., 25 Int.	NOBULL, LLC
B1488.20009GB00		United Kingdom	Registered	2353200	15-Jul-2010	2353200	26-Nov-2010	25 Int., 09 Int., 14 Int., 18 Int., 25 Int., 28 Int., 41 Int.	NOBULL, LLC
B1488.20011US00	THIS WON'T MAKE YOU FITTER	United States of America	Pending	97/210765	10-Jan-2022				NOBULL, LLC
B1488.20012CN00		China (People's Republic)	Published	59325213	18-Sep-2021			25 Int.	Dongguan Hanan Trading Co., Ltd. - Assignment to NOBULL, LLC
B1488.20012CN01		China (People's Republic)	Published	59341614	18-Sep-2021			18 Int.	Dongguan Hanan Trading Co., Ltd. - Assignment to NOBULL, LLC
B1488.20013CN00	NOBULL PRO	China (People's Republic)	Registered	50259741	9-Oct-2020	50259741	21-Dec-2021	25 Int.	Dongguan Hanan Trading Co., Ltd. - Assignment to NOBULL, LLC
B1488.20014US00	COMFORT FOR THE UNCOMFORTABLE	United States of America	Pending	97/314391	16-Mar-2022			25 Int.	NOBULL, LLC
	RUNNER PLUS	United States of America	Pending	97/251,235	3-Feb-2022			25	NOBULL, LLC
	RUNNER+	United States of America	Pending	97/251,234	3-Feb-2022			25	NOBULL, LLC
	TRAINER PLUS	United States of America	Pending	97/251,233	3-Feb-2022			25	NOBULL, LLC
	TRAINER+	United States of America	Pending	97/251,232	3-Feb-2022			25	NOBULL, LLC