

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM755088

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rawlings Sporting Goods Company, Inc.		09/13/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ACF FinCo I LP		
Street Address:	560 WHITE PLAINS ROAD		
City:	TARRYTOWN		
State/Country:	NEW YORK		
Postal Code:	10591		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1215983	BOLCO	
Registration Number:	2219998	HOLLYWOOD BASES	
Registration Number:	1634240	HOLLYWOOD IMPACT	
Registration Number:	1636239	JACK CORBETT	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	212-969-3000		
Email:	ypan@proskauer.com		
Correspondent Name:	Serena Warner		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	38108-008		
NAME OF SUBMITTER:	Serena Warner		
SIGNATURE:	/Serena Warner/		
DATE SIGNED:	09/13/2022		
Total Attachments: 5			

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**GRANT OF
SECURITY INTEREST IN TRADEMARKS**

This GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Agreement”), effective as of September 13, 2022, is made by Rawlings Sporting Goods Company, Inc., a Delaware corporation, located at 4640 Admiralty Way, Suite 1200, Marina Del Rey, California 90292 (the “Grantor”), in favor of ACF FinCo I LP, as collateral agent (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”) for the banks and other financial institutions or entities (the “Lenders”) from time to time parties to the ABL Credit Agreement, dated as of December 31, 2020 (as amended by that certain First Amendment to ABL Credit Agreement, dated November 3, 2021, as further amended by that certain Second Amendment to ABL Credit Agreement, dated June 29, 2022, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, Easton Diamond Sports, LLC, a Delaware limited liability company, as a borrower (“Target,” and together with the Grantor, each an “Initial Borrower” and collectively, the “Initial Borrowers”), Rawlings Parent, Inc., the Lenders from time to time a party thereto, and ACF FinCo I LP, as administrative agent and Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered the ABL Guarantee and Collateral Agreement, dated as of December 31, 2020, in favor of the Collateral Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties a continuing security interest in all Intellectual Property, including the trademarks listed on Schedule A hereto (the “Trademarks”);

WHEREAS, the Grantor entered into that certain Asset Purchase Agreement, dated July 14, 2022 (the “Purchase Agreement”), pursuant to which the Grantor acquired certain new Intellectual Property which is required to be pledged to the Collateral Agent for the benefit of the Secured Parties; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, all of the Grantor's right, title and interest in, to and under the Trademarks, to the Collateral Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent for the benefit of the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

SECTION 7. Release. Upon the consummation of any disposition of any Trademarks to any third party pursuant to a transaction permitted by the terms of the Credit Agreement, the security interest granted hereby in such Trademarks shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral) and the Collateral Agent shall promptly, at the reasonable request and expense of Grantor, provide evidence of such termination. Upon the payment in full of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Commitments, upon Borrowers' request, the Collateral Agent will promptly, at the sole expense of Grantor, authorize the filing of appropriate termination statements to terminate such security interests and will take any further actions necessary or desirable to evidence or effect such termination of the security interests as may be reasonably requested by Grantor to evidence such termination and release.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

RAWLINGS SPORTING GOODS COMPANY,
INC., as a Grantor

By:



Name: Eric O'Brien

Title: Vice President and Assistant Secretary

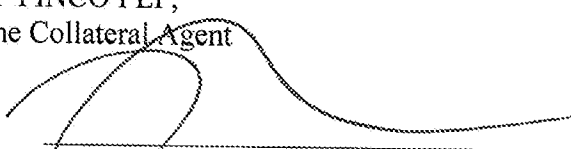
[Signature Page to Grant of Security Interest in Trademark]

TRADEMARK
REEL: 007846 FRAME: 0345

ACKNOWLEDGED:

ACF FINCO I LP,
as the Collateral Agent

By:


Name: RYAN T. MASSI
Title: AUTHORITY SIGNATORY

[Signature Page to Grant of Security Interest in Trademark]

TRADEMARK
REEL: 007846 FRAME: 0346

Schedule A

Trademark	Country	Application No.	File Date	Registration No.	Registration Date	Owner	Status
BOLCO	United States	73259014	04/21/1980	1215983	11/09/1982	Rawlings Sporting Goods Company, Inc.	Registered
HOLLYWOOD BASES	United States	75268048	04/02/1997	2219998	01/26/1999	Rawlings Sporting Goods Company, Inc.	Registered
HOLLYWOOD IMPACT	United States	74055028	05/02/1990	1634240	02/05/1991	Rawlings Sporting Goods Company, Inc.	Registered
JACK CORBETT	United States	74055033	05/02/1990	1636239	02/26/ 1991	Rawlings Sporting Goods Company, Inc.	Registered