

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM762175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TSG Enterprises, LLC		10/14/2022	Limited Liability Company: MASSACHUSETTS
TSG-SG Acquisition, LLC		10/14/2022	Limited Liability Company: MASSACHUSETTS
TSG-TH Acquisition Co., LLC		10/14/2022	Limited Liability Company: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97591128	HOCKEYGIANT	
Serial Number:	97591137	HOCKEYGIANT.COM	
Registration Number:	5776292	PURE HOCKEY EST. 1994	
CORRESPONDENCE DATA			
Fax Number:	6174220383		
<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:	6178966273		
Email:	JSS@bostonbusinesslaw.com		
Correspondent Name:	Julia Startsev		
Address Line 1:	155 Federal Street 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Shaun W. Briere		
SIGNATURE:	/s/ Shaun W. Briere		
DATE SIGNED:	10/19/2022		

OP \$90.00 97591128

Total Attachments: 14

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THIRD AMENDMENT AND RESTATEMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Third Amendment and Restatement of Intellectual Property Security Agreement (as amended, amended and restated, joined, extended, supplemented or otherwise modified from time to time, this “IP Security Agreement”) is made and effective as of October 14, 2022, by TSG Enterprises, LLC, a Massachusetts limited liability company, TSG-SG Acquisition, LLC, a Massachusetts limited liability company, and TSG-TH Acquisition Co., LLC, Massachusetts limited liability company (collectively referred to herein as “Debtor”), in favor of BANK OF AMERICA, N.A., a national banking association with a banking office at 100 Federal Street, Boston, Massachusetts 02110 as agent for itself and the other lenders under the Loan Agreement (together with its successors and assigns, “Secured Party”). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, the Debtor is a Borrower under that certain Third Amendment and Restatement of Credit Agreement dated of even date herewith, as amended from time to time including of even date herewith (the “Loan Agreement”) among Debtor and certain other Loan Parties as Borrowers and Secured Party as Lender. Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement.

WHEREAS, The agreement of the Secured Party to enter into the Loan Agreement and ancillary documents and to make the loans and advances of credit contemplated thereby to the Debtor is conditioned, among other things, upon the granting by Debtor of this Security Agreement to secure its Obligations to Secured Party under the Loan Agreement.

NOW, THEREFORE, in consideration of the willingness of Secured Party to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the loan to Debtor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure all of the Obligations under the Notes and the Loan Agreement (including Debtor’s Bank Product Obligations as defined in that certain Security Agreement of even date herewith between Debtor and Secured Party), the Debtor hereby grants to the Secured Party a continuing security interest in all of the right, title and interest of the Debtor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any intellectual property for which the granting of a security interest therein would terminate, invalidate, void, cancel, degrade or abandon such intellectual property (the “IP Collateral”):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the “Copyrights”);

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, reissues, extensions and continuations-in-part of the same (collectively, the “Patents”);

(c) The U.S., state and foreign trademark and service mark registrations, and trademark and service mark applications, set forth on Schedule C attached hereto, including, without limitation, all common-law rights related to, and goodwill of the business associated with the foregoing (collectively, the “Trademarks”);

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the “Domain Names”);

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the foregoing; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Debtor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of Secured Party in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Debtor shall, upon request, execute and deliver to the Secured Party an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Secured Party.

4. After-Acquired IP Collateral. If, prior to the termination of the security interests granted herein pursuant to the terms hereof, the Debtor shall obtain any right, title or interest in or to any other or new Copyrights, Patents, Trademarks or Domain Names, or become entitled to the benefit of any other or new Copyrights, Patents, Trademarks or Domain Names, the provisions of this IP Security Agreement shall automatically apply thereto and the Debtor shall give notice thereof in writing to the Secured Party within thirty (30) days of the end of the applicable calendar quarter during the term of this IP Security Agreement during which such IP Collateral was initiated or obtained and execute and deliver to the Secured Party such documents or instruments as the Secured Party may reasonably request further to implement, preserve or evidence the Secured Party’s interest therein.

5. Power of Attorney. Each of the Debtor hereby irrevocably grants to the Secured

Party a power of attorney, to act as the Debtor's attorney-in-fact, respectively, with full authority in the name, place and stead of the Debtor from time to time in the Secured Party's discretion, to take any action and to execute any instrument that the Secured Party may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Secured Party without first obtaining the Debtor's approval thereof or signature thereto), but after providing notice to the Debtor, Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Debtor after the execution hereof or to delete any reference to any IP Collateral in which the Debtor no longer has or claims any right, title or interest;

(b) To take any action reasonably necessary or advisable to perfect, maintain, or continue the Secured Party's interest in the IP Collateral, including, without limitation, executing and filing any financing statement, any continuation statement or any amendment thereto;

(c) To execute, file and pursue (in the sole discretion of the Secured Party without first obtaining the Debtor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Secured Party's interest or the Debtor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; provided, however, unless an Event of Default has occurred and is continuing, the Secured Party will not take any actions which result in an assignment or transfer of title of such IP Collateral to the Secured Party. Notwithstanding the foregoing, unless an Event of Default has occurred and is continuing, the Secured Party shall not undertake prosecution of any pending patent application listed in Schedule B before the United States Patent and Trademark Office; and responsibility for such prosecution of any pending patent application listed on Schedule B shall remain with the Debtor's attorney of record, as applicable, before the United States Patent and Trademark Office;

(d) To execute any document required to acknowledge, register or perfect the interest of the Secured Party in any part of the IP Collateral without the signature of the Debtor unless prohibited by applicable law; and

(e) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the Debtor's name on all applications, documents, papers and instruments necessary or desirable for the Secured Party in the use of the IP Collateral, and (ii) take any other actions with respect to the IP Collateral as the Secured Party deems to be in the best interest of the Secured Party in its reasonable discretion.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Loan Agreement have been terminated (except for any obligations designated under the Loan Agreement as continuing on an unsecured basis).

6. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to the Debtor) upon payment and performance in full of the Notes. Upon any such termination, the Secured Party (at the Debtor's request, as applicable, and sole expense) will promptly execute and deliver to the Debtor such documents as the Debtor may reasonably request and as are provided to the Secured Party to evidence such termination.

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Secured Party under the Security Agreement. The rights and remedies of the Debtor and the Secured Party with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement and the Security Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Loan Agreement or the other Transaction Documents, the provisions of the Loan Agreement or the other Transaction Documents shall govern.

(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

(c) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS IP SECURITY AGREEMENT AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS IP SECURITY AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

8. Reserved.

9. Amendment and Restatement. This Agreement is an amendment and restatement of that certain Intellectual Property Security Agreement dated as of September 30, 2015 by and among TSG Enterprises, LLC, TSG Investment Company LLC, TSG Properties, LLC, Town Sports Group, LLC, Pure Hockey Properties, LLC, Pure Hockey, LLC, Commonwealth Lacrosse Company, LLC, TSG Enterprises (NH), LLC, TSG Enterprises (PA), LLC, TSG Enterprises (NY), LLC, TSG Enterprises (MA), LLC, TSG Enterprises (CT), LLC, TSG Enterprises (NJ), LLC, TSG Enterprises (RI), LLC, TSG Enterprises (CAL), LLC, TSG-SG Acquisition, LLC and TSG Holliston, LLC and the Secured Party, as amended by that certain First Amendment and Restatement of Intellectual Property Security Agreement dated August 5, 2016 among the Debtor and the Lender, as further amended by that certain Second Amendment and Restatement of

Intellectual Property Security Agreement dated October 21, 2021 (as amended, the “Original IP Security Agreement”). The Debtor does not intend for the amendment and restatement of the Original IP Security Agreement by this Agreement to constitute, nor shall it be deemed to constitute, a novation or extinguishment of (i) the obligations of the Debtor evidenced by the Original IP Security Agreement, or (ii) the priority of the security interests granted therein and the subsequent financing statement(s) filed in connection therewith. This Agreement shall in no event impair, limit, reduce or otherwise discharge the liability of the Debtors under the Original IP Security Agreement, provided that the Secured Party and the Debtor hereby agree that from and after the date hereof, all such liability under the Original IP Security Agreement shall be evidenced by and governed by the terms of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

WITNESS

DEBTOR

TSG ENTERPRISES, LLC
TSG-SG ACQUISITION, LLC

Jessica Jenks

By: David M. Nectow
David M. Nectow, Manager of all

TSG-TH ACQUISITION CO., LLC
By: TSG Enterprises, LLC, its Manager

Jessica Jenks

By: David M. Nectow
David M. Nectow, Manager

WITNESS

SECURED PARTY

BANK OF AMERICA, N. A.

By: _____
Name: Alexander Slemrod
Title: Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

WITNESS

DEBTOR

TSG ENTERPRISES, LLC
TSG-SG ACQUISITION, LLC

By: _____
David M. Nectow, Manager of all

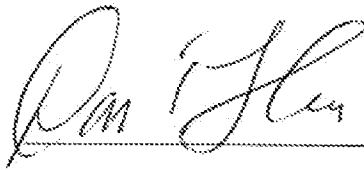
TSG-TH ACQUISITION CO., LLC
By: TSG Enterprises, LLC, its Manager

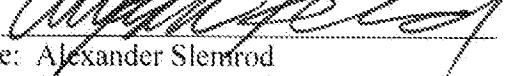
By: _____
David M. Nectow, Manager

WITNESS

SECURED PARTY

BANK OF AMERICA, N. A.



By: 
Name: Alexander Slemrod
Title: Senior Vice President

SCHEDULE A

COPYRIGHT COLLATERAL

N/A

Registered Copyrights

Pending Copyright Applications

SCHEDULE B

PATENT COLLATERAL

N/A

Registered Patents

Country	Serial/Registration No.	Title	Owner(s) of Record

Pending Patent Applications

SCHEDULE C

TRADEMARK COLLATERAL

1. Unregistered Marks

TOTAL GOALIE	TOTAL LACROSSE
HOCKEY GREEN	PLAYER'S BENCH
PB ATHLETICS	PB TEAM SALES
PB COMMERCE	

2. Registered Marks/Application for Marks

Mark	Jurisdiction	Reg. No. / Appl. No.	Status
CANADA'S HOCKEY GIANT	Canada	TMA 748058	Registered
EPUCK.COM (plus design)	United States	3,347,094	Registered
EVERYTHING BUT THE ICE	United States	3,301,586	Registered
GAMEROOMGIANT	Canada	TMA 615519	Registered
GAMEROOMGIANT.COM	Canada	TMA 615543	Registered
GEAR ROLLER HOCKEY (plus design)	United States	2,103,998	Registered
HOCKEYGIANT	Canada	TMA 615679	Registered
HOCKEYGIANT	European Union	009984725	Registered
HOCKEYGIANT	United States	2,682,997	Registered
HOCKEYGIANT	United States	97591128	Pending
HOCKEYGIANT.COM	United States	97591137	Pending
HOCKEYGIANT.COM	Canada	TMA 615678	Registered

Mark	Jurisdiction	Reg. No. / Appl. No.	Status
HOCKEYGIANT.COM	European Union	009984741	Registered
HOCKEYGIANT.COM	United States	2,682,998	Registered
HOCKEYOVERSTOCK	Australia	1212635	Registered
HOMERUNGIANT	Canada	TMA 615521	Registered
HOMERUNGIANT.COM	Canada	TMA 615520	Registered
LACROSSEGIANT	Canada	TMA 615677	Registered
LACROSSEGIANT	United States	2,731,648	Registered
LACROSSEGIANT.COM	Canada	TMA 615542	Registered
PH PRO	United States	2,471,112	Registered
PURE	United States	86/572,875	Pending
PURE HOCKEY	United States	2,484,477	Registered
PURE HOCKEY	United States	2,471,114	Registered
PURE HOCKEY	United States	3,523,322	Registered
PURE HOCKEY EST. 1994	United States	5776292	Registered
SPORTSGIANT	Canada	TMA 631468	Registered
SPORTSGIANT	United States	2,792,337	Registered
SPORTSGIANT.COM	Canada	TMA 631328	Registered
SPORTSGIANT.COM	United States	2.792.336	Registered
TITAN	United States	86/666,963	Pending
TOTAL HOCKEY	United States	3,826,941	Registered
TOTAL HOCKEY	Canada	TMA 798994	Registered

SCHEDULE D

DOMAIN NAMES

hockeyoverstock-intl.com	hockeyteamsales.com	extremegiant.com
orderlax.com	Sportsgiant.com	hockeygiant.com
bikegiant.com	nhlattire.com	hockeyattire.com
teamhockeysales.com	Sportsgiant-dev.com	HOCKEYGIANT.CO.UK
dudelax.com	dudelaxoutlet.com	purehockeygoalie.com
hockeyoverstock.co.nz	homerungiant.com	hockeygiant.net
rollerhockey.com	hockeysales.com	hockeyfulfillment.com
HOCKEYEQUIPMENTIMAGES.COM	lacrossegiant.com	goaliedeals.com
hockeyoverstock.com	hockeygiantbeta.com	hockeygiant.com
purehockey.com	epuk.com	gear-hockey.com
comlax.net	HockeyCoupon.net	tsgsportsgroup.com
comlax.com	ICEHOCKEYGIANT.COM	pure-lacrosse.com
puresoftball.com	purelacrosse.net	

1STSTRIDE.COM	HOCKEYSQUAD.COM	LITTLECAPITALSHOCKEY.ORG
REDTAGLACROSSE.COM	SKATETEC.COM	LITTLEFLYERSHOCKEY.COM
THEHOCKEYSQUAD.BIZ	HIPCZECH.COM	LITTLEFLYERSHOCKEY.INFO
THEHOCKEYSQUAD.COM	TOTALGOALIE.NET	LITTLEFLYERSHOCKEY.NET
THEHOCKEYSQUAD.NET	TOTALHOCKEYGOALIE.COM	LITTLEFLYERSHOCKEY.ORG
THEHOCKEYSQUAD.TV	TOTALHOCKEYGOALIE.NET	LITTLEPENGUINSHOCKEY.COM

	T	OM
THEHOCKEYSQUAD.US	PIMPMYSKATES.BIZ	LITTLEPENGUINSHOCKEY.INFO
THEHOCKEYSQUAD.INFO	1STSTRIDE.INFO	LITTLEPENGUINSHOCKEY.NET
THEHOCKEYSQUAD.MOBI	1STSTRIDE.NET	LITTLEPENGUINSHOCKEY.ORG
THEHOCKEYSQUAD.ORG	1STSTRIDE.ORG	LITTLEREDWINGSHOCKEY.COM
HOCKEYCHARITIES.COM	LEARN2PLAYHOCKEY.COM	LITTLEREDWINGSHOCKEY.INFO
HOCKEYCHARITIES.ORG	HIPCZECK.COM	LITTLEREDWINGSHOCKEY.NET
REDTAGHOCKEY.COM	HIPCZECK.INFO	LITTLEREDWINGSHOCKEY.ORG
COLDWARHOCKEY.COM	HIPCZECK.NET	LITTLEWINGSHOCKEY.COM
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HOCKEYRED.COM	LEARN2PLAYHOCKEY.CO	LITTLEWINGSHOCKEY.NET
HOCKEYRED.NET	LEARN2PLAYHOCKEY.US	LITTLEWINGSHOCKEY.ORG
KOLDWARHOCKEY.COM	LEARN2PLAYHOCKEY.CA	TOTALSPORTENTERPRISE.COM
KOLDWARHOCKEY.INFO	LEARN2PLAYHOCKEY.INFO	TOTALAX.US
KOLDWARHOCKEY.MOBI	LEARN2PLAYHOCKEY.MOBI	TOTALAX.CA
KOLDWARHOCKEY.NET	LEARN2PLAYHOCKEY.NET	TOTALAX.COM
REDHOCKEY.COM	LEARN2PLAYHOCKEY.ORG	TOTALAX.MOBI
REDHOCKEY.INFO	LITTLEBLACKHAWKS.COM	TOTALAX.NET
REDHOCKEY.MOBI	LITTLEBLACKHAWKS.INFO	TOTALHOCKEY.US
REDHOCKEY.NET	LITTLEBLACKHAWKS.NET	TOTALLACROSSE.CO
SIGNUPFORHOCKEY.COM	LITTLEBLACKHAWKS.ORG	TOTALLACROSSE.US

HOCKEYCOUPON.COM	LITTLEBLUESHOCKEY.COM	THTECH.COM
HOCKEYCOUPONS.COM	LITTLEBLUESHOCKEY.INFO	GOALISTORIES.COM
TOTALLACROSSE.COM	LITTLEBLUESHOCKEY.NET	TOTALSPORTENTERPRISES.COM
PLAYERSBENCH.COM	LITTLEBLUESHOCKEY.ORG	TOTALSPORTENTERPRISES.INFO
HIPCZECH.NET	LITTLECAPITALS.COM	TOTALSPORTENTERPRISES.NET
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HOCKEYGREEN.INFO	PIMPMYSKATES.COM	COOPERHOCKEY.COM
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