

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM802031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Topps Company, Inc.		04/11/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Collateral Agent		
Street Address:	CIB DMO WLO		
Internal Address:	Mail Code NY1-C413 4 CMC		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 100			
Property Type	Number	Word Mark	
Registration Number:	4512473	ADAM BOMB	
Registration Number:	4523424	ADAM BOMB	
Registration Number:	3412708	ALLEN & GINTER	
Registration Number:	5293831	ARCHIVES	
Registration Number:	1479757	BATTLEMECH	
Registration Number:	1730183	BATTLETECH	
Registration Number:	1563309	BATTLETECH	
Registration Number:	1403297	BATTLETECH	
Registration Number:	2140078	BOWMAN	
Registration Number:	1586294	BOWMAN	
Registration Number:	2265679	BOWMAN CHROME	
Registration Number:	6911583	BOWMAN NEXT	
Registration Number:	4210038	BUNT	
Registration Number:	4352791	CHROME	
Registration Number:	4851386	CLUBHOUSE COLLECTION	
Registration Number:	6911585	DIAMOND ICONS	
Registration Number:	4701300	DYNASTY	
Registration Number:	5252642	FIRST PITCH	

CH \$2515.00 4512473

Property Type	Number	Word Mark
Registration Number:	4043226	FIVE STAR
Registration Number:	6648523	GARBAGE PAIL KIDS
Registration Number:	2917278	GARBAGE PAIL KIDS
Registration Number:	5566516	GARBAGE PAIL KIDS
Registration Number:	6997919	GARBAGEPAIL KRASHERS
Registration Number:	6997227	GARBAGEPAILKRASHERS
Registration Number:	6882977	GOLD LABEL
Registration Number:	5703540	GPK
Registration Number:	4889662	GPK
Registration Number:	5576557	GPK
Registration Number:	5586660	GPK
Registration Number:	4043456	GYPSY QUEEN
Registration Number:	4656724	HUDDLE
Registration Number:	4703652	INCEPTION
Registration Number:	6885610	INVICTA
Registration Number:	6062487	LIVING SET
Registration Number:	1859156	MARS ATTACKS
Registration Number:	4748646	MARS ATTACKS
Registration Number:	5576556	MARS ATTACKS
Registration Number:	4855381	MASTERWORK
Registration Number:	3658972	MATCH ATTAX
Registration Number:	1476062	'MECH
Registration Number:	1404241	MECHWARRIOR
Registration Number:	6464854	MECHWARRIOR
Registration Number:	6275794	PROJECT 2020
Registration Number:	2216412	REFRACTOR
Registration Number:	1605488	SHADOWRUN
Registration Number:	4804199	STADIUM CLUB
Registration Number:	4268287	STERLING
Registration Number:	4919838	SUPREME
Registration Number:	6916442	TBT
Registration Number:	4157898	TIER ONE
Registration Number:	5344357	TOPPS
Registration Number:	6817234	TOPPS
Registration Number:	835967	TOPPS
Registration Number:	6817235	TOPPS
Registration Number:	6817236	TOPPS
Registration Number:	1809166	TOPPS

Property Type	Number	Word Mark
Registration Number:	6906768	TOPPS 206
Registration Number:	5688916	TOPPS AUTHENTICS
Registration Number:	5425003	TOPPS BATTER UP
Registration Number:	2251239	TOPPS CHROME
Registration Number:	5470362	TOPPS CROSSOVER
Registration Number:	4322303	TOPPS DIGITAL SERVICES
Registration Number:	4629492	TOPPS DIGITAL SERVICES
Registration Number:	5829195	TOPPS DIGITAL SERVICES
Registration Number:	1886614	TOPPS FINEST
Registration Number:	2564517	TOPPS HERITAGE
Registration Number:	4656725	TOPPS HUDDLE
Registration Number:	4685506	TOPPS KICK
Registration Number:	5073387	TOPPS NOW
Registration Number:	5871212	TOPPS NOW
Registration Number:	5871216	TOPPS NOW
Registration Number:	6714270	TOPPS TOTAL FOOTBALL
Registration Number:	3828287	TOPPS TRIBUTE
Registration Number:	3594875	TOPPS VAULT
Registration Number:	5214153	TRANSCENDENT COLLECTION
Registration Number:	6997070	TRASHY TREASURES
Registration Number:	4268286	TRIBUTE
Registration Number:	3957185	TRIPLE THREADS
Registration Number:	6916443	TURBO ATTAX
Registration Number:	6411127	TURKEY RED
Registration Number:	1276119	WACKY PACKAGES
Registration Number:	5753218	WACKY PACKAGES
Registration Number:	6397666	WACKY PACKAGES
Registration Number:	3839170	WACKY PACKAGES OLD SCHOOL
Registration Number:	2003543	WIDEVISION
Registration Number:	5373759	YOUR HERO. YOUR TEAM. YOUR MOMENT.
Registration Number:	2806701	TOPPS
Registration Number:	5121078	THE MINT
Registration Number:	5072786	APEX
Serial Number:	97551597	BATTLETECH
Serial Number:	90671002	BOWMAN PLATINUM
Serial Number:	97572606	BUNT
Serial Number:	97095508	FLASHBACKS
Serial Number:	97095515	GAME WITHIN THE GAME

Property Type	Number	Word Mark
Serial Number:	97072832	GARBAGE PAIL KIDS
Serial Number:	97072843	GPK
Serial Number:	97072814	INCEPTION
Serial Number:	97095530	SPOTLIGHT
Serial Number:	97095543	THROWBACK THURSDAY
Serial Number:	97072878	TOPPS

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061216

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 1271 Avenue of the Americas

Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	045494-0448
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/Angela M. Amaru
DATE SIGNED:	04/11/2023

Total Attachments: 10

source=Triumph - TM IPSA Executed#page1.tif
source=Triumph - TM IPSA Executed#page2.tif
source=Triumph - TM IPSA Executed#page3.tif
source=Triumph - TM IPSA Executed#page4.tif
source=Triumph - TM IPSA Executed#page5.tif
source=Triumph - TM IPSA Executed#page6.tif
source=Triumph - TM IPSA Executed#page7.tif
source=Triumph - TM IPSA Executed#page8.tif
source=Triumph - TM IPSA Executed#page9.tif
source=Triumph - TM IPSA Executed#page10.tif

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 11, 2023 (this “*Agreement*”), made by The Topps Company, Inc., a Delaware corporation, (the “*Pledgor*”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (together with its successors and assigns, in such capacity, the “*Collateral Agent*”).

Reference is made to the Collateral Agreement dated as of April 11, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Collateral Agreement*”), among the Pledgor, the other pledgors party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. All terms defined in the Uniform Commercial Code and not defined in this Agreement or the Collateral Agreement have the meanings specified therein. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. *Grant of Security Interest*. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets and properties (whether now owned or hereafter acquired) (collectively, but excluding any Excluded Property, the “*IP Collateral*”): all Trademarks of the United States of America, including those listed on Schedule I; *provided, however*, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of such Pledgor’s right, title or interest therein or in any Trademark issued as a result of such application under applicable federal law.

SECTION 3. *Collateral Agreement*. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. *Counterparts*. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The

words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE TOPPS COMPANY, INC.

By: 
Name: Justin Sebastiano
Title: Treasurer

[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 008038 FRAME: 0617

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

By: Sean Beal
Name: SEAN BEAL
Title: EXECUTIVE DIRECTOR

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by The Topps Company, Inc.

U.S. Trademark Registrations


Mark	Reg. No.	Reg Date
ADAM BOMB	4512473	4/8/14
ADAM BOMB	4523424	4/29/14
ALLEN & GINTER	3412708	4/15/08
ARCHIVES	5293831	9/26/17
BATTLEMECH	1479757	3/8/88
BATTLETECH	1730183	11/3/92
BATTLETECH	1563309	10/31/89
BATTLETECH	1403297	7/29/86
BOWMAN	2140078	3/3/98
BOWMAN	1586294	3/6/90
BOWMAN CHROME	2265679	7/27/99
BOWMAN NEXT	6911583	11/29/22
BUNT	4210038	9/18/12
CHROME	4352791	6/18/13
CLUBHOUSE COLLECTION	4851386	11/10/15
DIAMOND ICONS	6911585	11/29/22

Schedule I to Notice of Grant of Security Interest in Trademarks

Mark	Reg. No.	Reg Date
DYNASTY	4701300	3/10/15
FIRST PITCH	5252642	7/25/17
FIVE STAR	4043226	10/18/11
GARBAGE PAIL KIDS	6648523	2/15/22
GARBAGE PAIL KIDS	2917278	1/11/05
GARBAGE PAIL KIDS	5566516	9/18/18
GARBAGE PAIL KRASHERS	6997919	3/7/23
GARBAGEPAILKRASHERS	6997227	3/7/23
GOLD LABEL	6882977	10/25/22
GPK	5703540	3/19/19
GPK	4889662	1/19/16
GPK	5576557	10/2/18
GPK	5586660	10/16/18
GYPSY QUEEN	4043456	10/18/11
HUDDLE	4656724	12/16/14
INCEPTION	4703652	3/17/15
INVICTA	6885610	10/25/22
LIVING SET	6062487	5/26/20
MARS ATTACKS	1859156	10/18/94
MARS ATTACKS	4748646	6/2/15




Schedule I to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 008038 FRAME: 0620

Mark	Reg. No.	Reg Date
MARS ATTACKS	5576556	10/2/18
MASTERWORK	4855381	11/17/15
MATCH ATTAX	3658972	7/21/09
'MECH	1476062	2/9/88
MECHWARRIOR	1404241	8/5/86
MECHWARRIOR	6464854	8/24/21
PROJECT 2020	6275794	2/23/21
REFRACTOR	2216412	1/5/99
SHADOWRUN	1605488	7/10/90
STADIUM CLUB	4804199	9/1/15
STERLING	4268287	1/1/13
SUPREME	4919838	3/15/16
TBT	6916442	12/6/22
TIER ONE	4157898	6/12/12
TOPPS	5344357	11/28/17
TOPPS	6817234	8/16/22
TOPPS	835967	9/26/67
TOPPS (STYLIZED) 	6817235	8/16/22



Schedule I to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 008038 FRAME: 0621

Mark	Reg. No.	Reg Date
TOPPS (STYLIZED) 	6817236	8/16/22
TOPPS (STYLIZED) (LOWER CASE LOGO) 	1809166	12/7/93
TOPPS 206	6906768	11/22/22
TOPPS AUTHENTICS	5688916	3/5/19
TOPPS BATTER UP	5425003	3/13/18
TOPPS CHROME	2251239	6/8/99
TOPPS CROSSOVER	5470362	5/15/18
TOPPS DIGITAL SERVICES	4322303	4/16/13
TOPPS DIGITAL SERVICES	4629492	10/28/14
TOPPS DIGITAL SERVICES	5829195	8/6/19
TOPPS FINEST	1886614	3/28/95
TOPPS HERITAGE	2564517	4/23/02
TOPPS HUDDLE	4656725	12/16/14
TOPPS KICK (STYLIZED) 	4685506	2/10/15
TOPPS NOW	5073387	11/1/16

Schedule I to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 008038 FRAME: 0622

Mark	Reg. No.	Reg Date
TOPPS NOW	5871212	10/1/19
TOPPS NOW (AND DESIGN) 	5871216	10/1/19
TOPPS TOTAL FOOTBALL	6714270	4/26/22
TOPPS TRIBUTE	3828287	8/3/10
TOPPS VAULT	3594875	3/24/09
TRANSCENDENT COLLECTION	5214153	5/30/17
TRASHY TREASURES	6997070	3/7/23
TRIBUTE	4268286	1/1/13
TRIPLE THREADS	3957185	5/10/11
TURBO ATTAX	6916443	12/6/22
TURKEY RED	6411127	7/6/21
WACKY PACKAGES	1276119	5/1/84
WACKY PACKAGES	5753218	5/14/19
WACKY PACKAGES	6397666	6/22/21
WACKY PACKAGES OLD SCHOOL (STYLIZED) 	3839170	8/24/10
WIDEVISION	2003543	9/24/96

Schedule I to Notice of Grant of Security Interest in Trademarks

TRADEMARK
REEL: 008038 FRAME: 0623

Mark	Reg. No.	Reg Date
YOUR HERO. YOUR TEAM. YOUR MOMENT.	5373759	1/9/18
TOPPS	2806701	1/20/04
THE MINT	5121078	1/10/17
APEX	5072786	11/1/16

U.S. Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>
BATTLETECH	97551597	8/16/22
BOWMAN PLATINUM	90671002	4/26/21
BUNT	97572606	8/31/22
FLASHBACKS	97095508	10/27/21
GAME WITHIN THE GAME	97095515	10/27/21
GARBAGE PAIL KIDS	97072832	10/13/21
GPK	97072843	10/13/21
INCEPTION	97072814	10/13/21
SPOTLIGHT	97095530	10/27/21
THROWBACK THURSDAY	97095543	10/27/21
TOPPS	97072878	10/13/21

Schedule I to Notice of Grant of Security Interest in Trademarks