

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM809443

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEW ERA CAP, LLC		05/09/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., AS COLLATERAL AGENT		
Street Address:	185 Asylum Street		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5276207	5TH & OCEAN	
Registration Number:	3346296	CAMPUS LIFESTYLE	
Registration Number:	3535586	PERFORMANCE ATHLETIC	
Registration Number:	4453634	5TH & OCEAN	
Registration Number:	6846947	TWENTY9	
Registration Number:	6760719	NEW ERA	
Registration Number:	6880354	NE NEW ERA TWENTY9	
Registration Number:	6907463	M	
Serial Number:	97249006	TOP PICK	
Serial Number:	97346065	9FIFTY	
Serial Number:	97450234	THIRTY9	
Serial Number:	97712875	NEW ERA	
Serial Number:	97779274	FFALO	
Serial Number:	97180958	NE	
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>			

OP \$365.00 5276207

Phone: 8004945225
Email: ipteam@coagencyglobal.com
Correspondent Name: Stewart Walsh
Address Line 1: 1025 Connecticut Ave NW, Suite 712
Address Line 2: COGENCY GLOBAL Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1997519 TM

NAME OF SUBMITTER: Tarangana Thapa

SIGNATURE: /Tarangana Thapa/

DATE SIGNED: 05/10/2023

Total Attachments: 8

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ABL PATENT AND TRADEMARK SECURITY AGREEMENT dated as of May 9, 2023 (this “**Agreement**”), among NEW ERA CAP, LLC, a Delaware limited liability company (the “**Grantor**”), and BANK OF AMERICA, N.A., as Collateral Agent.

Reference is made to (a) the Asset Based Loan and Guaranty Agreement dated as of January 13, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among New Era Cap Global, LLC, a Delaware limited liability company (“**Holdings**”), New Era Cap, LLC, a Delaware limited liability company (the “**Initial US Borrower**”), New Era Cap Company, an unlimited company organized under the laws of Nova Scotia, Canada (the “**Initial Canadian Borrower**”), New Era Cap Company Limited, a company incorporated under the laws of England and Wales with company number 04599312 (the “**Initial UK Borrower**”; the Initial US Borrower, the Initial Canadian Borrower and the Initial UK Borrower, collectively, the “**Borrowers**”), certain Subsidiaries of Holdings party thereto, the Lenders and Issuing Banks party thereto and Bank of America, N.A., as Administrative Agent and Collateral Agent, and (b) the US Pledge and Security Agreement referred to therein (as amended, restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”). The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is (or is an Affiliate of) the Initial US Borrower, will derive substantial benefits from the extension of credit to the Initial US Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit or as consideration for credit previously extended continuing to be outstanding. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.3 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment and performance in full of the Obligations, the Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Grantor or in, to or under which the Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the “**Patent and Trademark Collateral**”):

(a) (i) all letters patent of the United States of America and Canada or the equivalent thereof in any other country, all registrations and recordings thereof and all applications for letters patent of the United States of America and Canada or the equivalent thereof in any other country or any political subdivision thereof, including registrations, recordings and pending applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or any similar offices in any other country or any political subdivision thereof, including, in the case of the Grantor, any of the foregoing set forth under its name on Schedule I hereto, and (ii) all reissues, continuations, divisionals, continuations-in-part, reexaminations, supplemental examinations, *inter partes* reviews, renewals, adjustments or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, have made, use, sell, offer to sell, import or export the inventions disclosed or claimed therein; and

(b) (i) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, domain names, global top level domain names, other source or business identifiers, designs and general intangibles of like

nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or any similar office in any State of the United States of America or any other country or any political subdivision thereof, all extensions or renewals thereof, and all common law rights related thereto, including, in the case of the Grantor, any of the foregoing set forth under its name on Schedule II hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark 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. ABL Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent herein and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the ABL Intercreditor Agreement. In the event of any conflict between the terms of the ABL Intercreditor Agreement and this Agreement or any other Collateral Document, the terms of the ABL Intercreditor Agreement shall govern and control. Notwithstanding anything to the contrary herein, the Collateral Agent acknowledges and agrees that the Grantor shall not be required to take or refrain from taking any action at the request of the Collateral Agent with respect to the Collateral if such action or inaction would be inconsistent with the terms of the ABL Intercreditor Agreement.

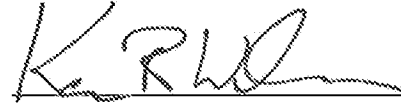
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax, emailed pdf or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 6. Incorporation by Reference. The provisions of Sections **Error! Reference source not found.**, **Error! Reference source not found.**, **Error! Reference source not found.**, **6.06**, **Error! Reference source not found.**, **Error! Reference source not found.**, and **Error! Reference source not found.** of the Collateral Agreement are hereby incorporated by reference herein as if set forth in full force herein, mutatis mutandis.

[Signature Page Follows]

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

NEW ERA CAP, LLC,

By: 
Name: Kevin R. Wilson
Title: CFO

BANK OF AMERICA, N.A., as Collateral Agent

By: _____
Name:
Title:

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

NEW ERA CAP, LLC,

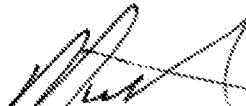
By:

Name:

Title:

BANK OF AMERICA, N.A., as Collateral
Agent

By:



Name: Matthew Barzilai

Title: SVP

[Signature Page to ABL Patent and Trademark Security Agreement]

TRADEMARK
REEL: 008067 FRAME: 0881

SCHEDULE 1

PATENTS OWNED BY NEW ERA CAP, LLC

Patents

None

Patent Applications

None

SCHEDULE II

TRADEMARK/TRADE NAMES OWNED BY NEW ERA CAP, LLC

Trademarks

Owner	Mark	Registration Number	Registration Date	Application No.	Country
New Era Cap, LLC	5 TH & OCEAN	5,276,207	8/29/2017		UNITED STATES
New Era Cap, LLC	CAMPUS LIFESTYLE	3,346,296	11/27/2007		UNITED STATES
New Era Cap, LLC	PERFORMANCE ATHLETIC	3,535,586	11/18/2008		UNITED STATES
New Era Cap, LLC	5TH & OCEAN	4,453,634	12/24/2013		UNITED STATES
New Era Cap, LLC	TWENTY9	6,846,947	9/13/2022		UNITED STATES
New Era Cap, LLC	NEW ERA (CURSIVE LETTERS)	6,760,719	6/14/2022		UNITED STATES
New Era Cap, LLC	TWENTY9 VISOR STICKER DESIGN	6,880,354	10/18/2022		UNITED STATES
New Era Cap, LLC	M (& DESIGN)	6,907,463	11/22/2022		UNITED STATES
New Era Cap, LLC	NE FLAG DESIGN (NE & DESIGN)	TMA578773	4/2/2003	1048938	CANADA
New Era Cap, LLC	59FIFTY VISOR STICKER DESIGN ORIGINATORS OF THE TRUE FITTED NEWERACAP.COM (NE NEW ERA 59FIFTY ORIGINATORS OF THE TRUE FITTED NEWERACAP.COM & Design)	TMA805631	8/31/2011	1441051	CANADA

Owner	Mark	Registration Number	Registration Date	Application No.	Country
New Era Cap, LLC	NE LOCK BOX DESIGN (NE NEW ERA & Design)	TMA794922	4/6/2011	1441050	CANADA
New Era Cap, LLC	59FIFTY VISOR STICKER DESIGN ORIGINATORS OF THE TRUE FITTED NEWERACAP.COM (NE NEW ERA 59FIFTY & DESIGN)	TMA819409	3/7/2012	1488300	CANADA
New Era Cap, LLC	TP WITH ARROW DESIGN (TP Design)	TMA857549	8/13/2013	1555712	CANADA
New Era Cap, LLC	NE GOLF LOGO (CURRENT) (NEG Design)	TMA949086	9/13/2016	1702797	CANADA
New Era Cap, LLC	TWENTY9 VISOR STICKER DESIGN (NEW ERA TWENTY9 & Design)	TMA1036838	7/5/2019	1762193	CANADA
New Era Cap, LLC	THIRTY9 VISOR STICKER DESIGN (NEW ERA THIRTY9 & Design)	TMA1036347	7/4/2019	1762195	CANADA
New Era Cap, LLC	FORTY9 VISOR STRICKER DESIGN (NEW ERA FORTY9 & Design)	TMA1012844	1/11/2019	1762181	CANADA
New Era Cap, LLC	NE LOCK BOX DESIGN (NEW ERA LOCKBOX DESIGN)	TMA1038382	7/9/2019	1798321	CANADA
New Era Cap, LLC	NE LOCK BOX DESIGN (NEW ERA LOCK BOX & Design)	TMA1050947	8/23/2019	1843351	CANADA
New Era Cap, LLC	NEW ERA (CURSIVE LETTERS) (New Era Design)	1166309	2/21/2023	1943508	CANADA
New Era Cap, LLC	5 TH & OCEAN	TMA1066906	12/19/2019		CANADA
New Era Cap, LLC	19TWENTY	1161916	1/25/2023	1987448	CANADA

Owner	Mark	Registration Number	Registration Date	Application No.	Country
New Era Cap, LLC	FIT FOR GLORY	1152768	11/23/2022	2008235	CANADA
New Era Cap, LLC	BLANK BAR BLANK LOCK BOX VISOR STRICKER DESIGN (BLANK VISOR Design)	1165227	2/15/2023	1980467	CANADA

Trademark Applications

Owner	Mark	Application Number	Date Filed	Country
New Era Cap, LLC	TOP PICK	97/249,006	2/1/2022	UNITED STATES
New Era Cap, LLC	9FIFTY	97/346,065	4/4/2022	UNITED STATES
New Era Cap, LLC	THIRTY9	97/450,234	6/9/2022	UNITED STATES
New Era Cap, LLC	NEW ERA	97/712,875	12/12/2022	UNITED STATES
New Era Cap, LLC	FFALO	97/779,274	2/3/2023	UNITED STATES
New Era Cap, LLC	NE SCRIPT DESIGN	97/180,958	12/20/2021	UNITED STATES
New Era Cap, LLC	NEW ERA CAP OLD BUG DESIGN (New Era Bug Design)	2155637	12/21/2021	CANADA

TRADEMARK

REEL: 008067 FRAME: 0885

RECORDED: 05/10/2023