

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM842968

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPORT SQUAD, INC.		09/29/2023	Corporation: MARYLAND
RECEIVING PARTY DATA			
Name:	PNC BANK, NATIONAL ASSOCIATION		
Street Address:	Commercial Loan Service Center/DCC		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 30			
Property Type	Number	Word Mark	
Registration Number:	6680875	INFINITY DARTS	
Registration Number:	6461630	RALLY TL	
Registration Number:	6461629	RALLY	
Registration Number:	6034919	ATELERIX	
Registration Number:	6241175	J	
Registration Number:	6097604	J	
Registration Number:	6034921	ATELERIX	
Registration Number:	5190904	INSIDE	
Registration Number:	6396886	INFINITY	
Registration Number:	5807618	NOVA PLUS	
Registration Number:	5807616	NOVA DX	
Registration Number:	5537084	TETRA	
Registration Number:	5401402	SPINFORCE	
Registration Number:	5021679	IPONG	
Registration Number:	4846097	IPONG	
Registration Number:	4282132	HIT MIT	
Registration Number:	4361962	SPORT SQUAD	
Registration Number:	4339493		
Registration Number:	4191620	HIT MIT	

CH \$765.00 6680875

Property Type	Number	Word Mark
Registration Number:	3889674	INFINITY
Registration Number:	4508858	BRODMANN BLADES
Registration Number:	4121797	PONG SQUAD
Registration Number:	3765357	IPONG
Serial Number:	97744296	SENECA
Serial Number:	97744291	VISION
Serial Number:	97744285	SOLAIRE
Serial Number:	97744281	RADIUS
Serial Number:	97744275	HYPERION
Serial Number:	97744273	J
Serial Number:	97676418	J

CORRESPONDENCE DATA

Fax Number:

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.

Email: kareem.ansley@blankrome.com

Correspondent Name: KAREEM ANSLEY

Address Line 1: BLANK ROME LLP

Address Line 2: 717 TEXAS AVENUE, SUITE 1400

Address Line 4: HOUSTON, TEXAS 77002

ATTORNEY DOCKET NUMBER:	074658-23056
NAME OF SUBMITTER:	Kareem Ansley
SIGNATURE:	/Kareem Ansley/
DATE SIGNED:	09/29/2023

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 29th day of September, 2023, by SPORT SQUAD, INC., a Maryland corporation (“Grantor”), in favor of PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Revolving Credit and Security Agreement dated as of the date hereof (as may be amended, restated, amended and restated, modified, supplemented, renewed or replaced from time to time, including all exhibits and schedules thereto, the “Credit Agreement”) among Grantor (together with each Person joined thereto as a borrower from time to time, collectively, the “Borrowers” and each a “Borrower”), certain Subsidiaries of Grantor, the financial institutions named therein or which hereafter become a party thereto as lenders (the “Lenders”), and PNC BANK, NATIONAL ASSOCIATION, in its capacity as agent for Lenders (in such capacity, “Agent”), the Lenders agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Credit Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Lenders, this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Credit Agreement, Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of a continuing security interest in and Lien on all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “IP Collateral”), with power of sale to the extent permitted by law:

(a) all of such Grantor’s copyrights and copyright applications (collectively, “Copyrights”) and all of the goodwill of the business connected with the use of, and symbolized by, each Copyright, including without limitation those referred to on Schedule 1 hereto;

(b) all of Grantor’s patents and patent applications (collectively, “Patents”), and all of the goodwill of the business connected with the use of, and symbolized by, each Patent, including without limitation those referred to on Schedule 1 hereto;

(c) all of Grantor’s trademarks, trademark applications, service marks, trade names, mask works (collectively, “Trademarks”), and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including without limitation those referred to on Schedule 1 hereto;

(d) all reissues, continuations or extensions of the foregoing; and

(e) all products and proceeds of the foregoing, including without limitation any claim by Grantor against third parties for past, present or future infringement or dilution of any Copyright, any Patent or any Trademark.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations under the Credit Agreement, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the Lenders or any of them pursuant to the Credit Agreement.

4. CREDIT AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the IP Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Grantor hereby represents and warrants to, and agrees with Agent and Lenders as follows: Schedule 1 hereto accurately lists all registered IP Collateral as of the date hereof.

6. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting Grantor's obligations under this Section 6, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of Grantor identified in such written notice provided by Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all IP Collateral, whether or not listed on Schedule 1.

7. GOVERNING LAW. This Agreement and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall, in accordance with Section 5-1401 of the General Obligations Law of the State of New York, be governed by and construed in accordance with the laws of the State of New York. Any judicial proceeding brought by or against Grantor with respect to this Agreement or any related agreement may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, Grantor accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Grantor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified or registered mail (return receipt requested) directed to Borrowing Agent at its address set forth in Section 16.6 of the Credit Agreement and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America, or, at Agent's option, by service upon Borrowing Agent which Grantor irrevocably appoints as Grantor's Agent for the purpose of accepting service within the State of New York. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of Agent or any Lender to bring proceedings against Grantor in the courts of any other jurisdiction. Grantor waives any objection

to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon forum non conveniens. Grantor waives the right to remove any judicial proceeding brought against Grantor in any state court to any federal court. Any judicial proceeding by Grantor against Agent or any Lender involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any related agreement, shall be brought only in a federal or state court located in the County of New York, State of New York.

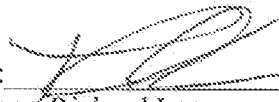
8. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

9. CONSTRUCTION. Unless the context of this Agreement clearly requires otherwise, the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[signature pages follow]

Each of the parties has signed this Agreement as of the day and year first above written.

SPORT SQUAD, INC.,
a Maryland corporation,
as Grantor

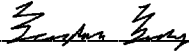
By: 
Name: Richard Lee
Title: President

[Signature Page to Intellectual Property Security Agreement (Sport Squad)]

TRADEMARK
REEL: 008213 FRAME: 0502

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

PNC BANK, NATIONAL ASSOCIATION

By: 
Name: Benjamin Berkey
Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement (Sport Squad)]

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. Copyrights and Copyright Applications







None.






II. Patents and Patent Applications

#	Title	Grantor	Application/ Patent Number	Jurisdiction
1.	Three ring climbing playground apparatus	Sport Squad, Inc.	D916996	USA
2.	Pyramid climber for playground	Sport Squad, Inc.	D916997	USA
3.	Spherical climbing playground apparatus	Sport Squad, Inc.	D919733	USA
4.	Vertical climbing apparatus for playground	Sport Squad, Inc.	D919033	USA
5.	Hammock	Sport Squad, Inc.	D920708	USA
6.	Ball holder for table tennis tables	Sport Squad, Inc.	10610742	USA
7.	Crocodile shaped jumping platform for playground	Sport Squad, Inc.	D916994	USA
8.	Spinning playground apparatus	Sport Squad, Inc.	D916998	USA
9.	Convertible game system	Sport Squad, Inc.	9533210	USA

III. Trademarks and Trademark Applications

#	Mark	Grantor	Serial/Registration Number	Jurisdiction
1.	SENECA	Sport Squad, Inc.	(97744296)	USA
2.	VISION	Sport Squad, Inc.	(97744291)	USA
3.	SOLAIRE	Sport Squad, Inc.	(97744285)	USA
4.	RADIUS	Sport Squad, Inc.	(97744281)	USA
5.	HYPERION	Sport Squad, Inc.	(97744275)	USA

#	Mark	Grantor	Serial/Registration Number	Jurisdiction
6.		Sport Squad, Inc.	(97744273)	USA
7.		Sport Squad, Inc.	(97676418)	USA
8.	INFINITYDARTS	Sport Squad, Inc.	6680875	USA
9.	RALLYTL	Sport Squad, Inc.	6461630	USA
10.	RALLY	Sport Squad, Inc.	6461629	USA
11.		Sport Squad, Inc.	6034919	USA
12.		Sport Squad, Inc.	6241175	USA
13.		Sport Squad, Inc.	6097604	USA
14.	ATELERIX	Sport Squad, Inc.	6034921	USA
15.	INSIDE	Sport Squad, Inc.	5190904	USA
16.	INFINITY	Sport Squad, Inc.	6396886	USA
17.	NOVA PLUS	Sport Squad, Inc.	5807618	USA
18.	NOVA DX	Sport Squad, Inc.	5807616	USA
19.	TETRA	Sport Squad, Inc.	5537084	USA
20.	SPINFORCE	Sport Squad, Inc.	5401402	USA
21.	IPONG	Sport Squad, Inc.	5021679	USA
22.	IPONG	Sport Squad, Inc.	4846097	USA
23.	HIT MIT	Sport Squad, Inc.	4282132	USA
24.	SPORT SQUAD	Sport Squad, Inc.	4361962	USA
25.		Sport Squad, Inc.	4339493	USA

#	Mark	Grantor	Serial/Registration Number	Jurisdiction
26.	HIT MIT	Sport Squad, Inc.	4191620	USA
27.	INFINITY	Sport Squad, Inc.	3889674	USA
28.	BRODMANNBLADES	Sport Squad, Inc.	4508858	USA
29.	PONG SQUAD	Sport Squad, Inc.	4121797	USA
30.	IPONG	Sport Squad, Inc.	3765357	USA
31.		Sport Squad, Inc.	TMA1130552	Canada
32.		Sport Squad, Inc.	(2238687)	Canada
33.		Sport Squad, Inc.	1498730	WIPO
34.		Sport Squad, Inc.	1504785	WIPO
35.		Sport Squad, Inc.	1711455	WIPO