

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM843849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
3 STEP SPORTS LLC		10/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION		
Street Address:	245 PARK AVENUE		
Internal Address:	44TH FLOOR		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10067		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6105914	KINGS LACROSSE	
Registration Number:	5649846	RISING	
Registration Number:	4311469	3D LACROSSE	
Registration Number:	6583720	ZERO GRAVITY	
Registration Number:	5113366	FBU	
Registration Number:	5113365	FOOTBALL UNIVERSITY	
Registration Number:	3904070	FBU	
Registration Number:	5327138	MORE THAN A CLUB	
Registration Number:	4281826	SEACOAST UNITED	
Registration Number:	5747472	FIGHTING CLAMS	
Registration Number:	4013122	HOOP GROUP	
Registration Number:	3935449	HOOP GROUP	
Registration Number:	4520613	HOOP GROUP	
Registration Number:	4520614	HOOP GROUP	
Registration Number:	4520615	HOOP GROUP	
Registration Number:	4520616	HOOP GROUP	
Registration Number:	6625747	D3 LACROSSE SHOWCASE	
Registration Number:	4992553	MICHIGAN ELITE VOLLEYBALL ACADEMY	
		TRADEMARK	

Property Type	Number	Word Mark
Registration Number:	7004527	NORTH BAY BASKETBALL ACADEMY
Registration Number:	7148234	NORTH BAY BASKETBALL ACADEMY
Registration Number:	5237525	ALOHA THREADZ

CORRESPONDENCE DATA

Fax Number: 2124552502
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: 2124552592
Email: ksolomon@stblaw.com
Correspondent Name: COURTNEY WELSHIMER, ESQ.
Address Line 1: SIMPSON THACHER & BARTLETT LLP
Address Line 2: 425 LEXINGTON AVENUE
Address Line 4: NEW YORK, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	004746/0043
NAME OF SUBMITTER:	COURTNEY WELSHIMER
SIGNATURE:	/CW/
DATE SIGNED:	10/05/2023

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “*IP Security Agreement*”), dated as of October 2, 2023, is among the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) and Ares Capital Corporation, as collateral agent (the “*Collateral Agent*”) for the ratable benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, 3 Step Sports LLC, a Delaware limited liability company (the “*Borrower*”), has entered into the Credit Agreement, dated as of October 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with 3 Step Holdings, LLC, a Delaware limited liability company, each Lender from time to time party thereto, and Ares Capital Corporation, as Administrative Agent and Collateral Agent.

WHEREAS, as a condition precedent to the making of the Loans by the Lenders under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated as of October 2, 2023 among the Grantors from time to time party thereto and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof, the “*Security Agreement*”). Terms defined in the Credit Agreement or the Security Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as applicable.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in such Grantor’s right, title and interest in and to the following, other than Excluded Property (the “*Collateral*”):

(i) all patents, patent applications and utility models, all inventions and improvements claimed therein and the right to claim any inventions disclosed but unclaimed therein, including, without limitation, the patents and patent applications set forth in Schedule A hereto;

(ii) all trademarks, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered, applied to be registered or unregistered, together, in each case, with the goodwill of the business connected with the use thereof and symbolized thereby (“*Trademarks*”), all registrations and applications for the registration thereof, including, without limitation, the registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use Trademark applications, prior to the filing and acceptance of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable federal law);

(iii) all copyrights, including, without limitation, copyrights in Computer Software, internet web sites and the content thereof, whether published or unpublished, and whether registered, applied to be registered or unregistered (“*Copyrights*”), all registrations and applications for the registration thereof, including, without limitation, the Copyright registrations set forth in Schedule C hereto;

(iv) all agreements, permits, consents, orders and franchises relating to the license, development, use or disclosure of any of the foregoing to which such Grantor, now or hereafter, is a party or a beneficiary, including, without limitation, the agreements granting any exclusive right to the Grantor in or to any registered Copyright set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages, other payments and/or injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, payments or other relief; and

(vii) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and/or payable with respect to, and supporting obligations relating to, any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage or otherwise with respect to any of the foregoing.

provided that, notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term “Collateral” shall not include, any lease, license or other agreement to the extent that a grant of a security interest therein would violate or invalidate such lease, license or agreement, or create a right of termination in favor of any other party thereto (other than any Grantor or any Subsidiary of any Grantor), in each case to the extent not rendered unenforceable pursuant to the applicable provisions of the Uniform Commercial Code or other applicable law and so long as the applicable provision giving rise to such violation or invalidity or such right of termination was not incurred in anticipation of the entering into of the Credit Agreement; provided, further, that (x) the Collateral includes Proceeds and receivables of any property excluded under this provision, the assignment of which is expressly deemed effective under the Uniform Commercial Code notwithstanding such prohibition and (y) such excluded lease, license or other agreement shall otherwise be subject to the security interest created by the Security Agreement upon receiving any necessary approvals or waivers permitting the assignment thereof.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment and performance of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents (as such Loan Documents may be amended, restated, supplemented, replaced, refinanced, re-tranched, extended, increased or otherwise modified from time to time (including any extensions of maturity dates and increases of the principal amount outstanding thereunder)), including, without limitation, any extensions, increases, modifications, substitutions, amendments, refinancings, refundings, replacements or renewals of any or all of the foregoing Obligations (whether or not such action is committed, contemplated or provided for by the Loan Documents on the date hereof), whether direct or indirect, absolute or contingent, and whether for

principal, reimbursement obligations, interest, fees, premiums, penalties, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 5. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Agreement by telecopier or other electronic method shall be effective as delivery of an original executed counterpart of this IP Security Agreement.

SECTION 6. Notices, Etc. All notices and other communications provided for hereunder shall be in writing (including telegraphic, telecopy or telex communication or facsimile transmission) and mailed, telegraphed, telecopied, telexed, faxed or delivered, if to any Grantor, addressed to it in care of the Borrower at the Borrower's address specified in Section 10.02 of the Credit Agreement, or if to the Collateral Agent, to its address specified in Section 10.02 of the Credit Agreement. All such notices and other communications shall be deemed to be given or made at such time as shall be set forth in Section 10.02 of the Credit Agreement. Delivery by telecopier of an executed counterpart of any amendment or waiver of any provision of this IP Security Agreement or Schedule hereto shall be effective as delivery of an original executed counterpart thereof.

SECTION 7. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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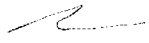
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Grantors:

3 STEP SPORTS LLC, as a Grantor

DocuSigned by:
By: Tania King
D25B70E6C14240D...
Name: Tania King
Title: Chief Executive Officer

ARES CAPITAL CORPORATION, as Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B**REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Grantor	Trademark	Serial or Registration No.	Filing Date	Registration Date
3 Step Sports LLC	Kings Lacrosse	88/690637 6105914	November 13, 2019	July 21, 2020
3 Step Sports LLC	Rising	87/257876 5649846	December 5, 2016	January 8, 2019
3 Step Sports LLC	3D Lacrosse	85/445760 4311469	October 12, 2011	April 2, 2013
3 Step Sports LLC	Zero Gravity	90/869056 6583720	August 6, 2021	December 7, 2021
3 Step Sports LLC	FBU Shield (design)	87/018320 5113366	April 28, 2016	January 3, 2017
3 Step Sports LLC	Football University	87/018307 5113365	April 28, 2016	January 3, 2017
3 Step Sports LLC	FBU	85/049199 3904070	May 27, 2010	January 11, 2011
3 Step Sports LLC	More Than A Club	87/364808 5327138	March 9, 2017	November 7, 2017
3 Step Sports LLC	Seacoast United	85/572089 4281826	March 16, 2012	January 29, 2013
3 Step Sports LLC	Fighting Clams (design)	88/006495 5747472	June 19, 2018	May 7, 2019
3 Step Sports LLC	Hoop Group	77/896397 4013122	December 18, 2009	August 16, 2011
3 Step Sports LLC	Hoop Group	77/896398 3935449	December 18, 2009	March 22, 2011
3 Step Sports LLC	Hoop Group (design)	86/012759 4520613	July 17, 2013	April 29, 2014
3 Step Sports LLC	Hoop Group (design)	86/012765 4520614	July 17, 2013	April 29, 2014
3 Step Sports LLC	Hoop Group (design)	86/012769 4520615	July 17, 2013	April 29, 2014
3 Step Sports LLC	Hoop Group (design)	86/012785 4520616	July 17, 2013	April 29, 2014
3 Step Sports LLC	D3 Lacrosse Showcase	90/332962 6625747	November 20, 2020	January 25, 2022
3 Step Sports LLC	Michigan Elite Volleyball Academy	86/803045 4992553	October 29, 2015	July 5, 2016

Grantor	Trademark	Serial or Registration No.	Filing Date	Registration Date
	(design)			
3 Step Sports LLC	North Bay Basketball Academy (Design)	97/252211 7004527	February 3, 2022	March 21, 2023
3 Step Sports LLC	North Bay Basketball Academy	97/252182 7148234	February 3, 2022	August 29, 2023
3 Step Sports LLC	ALOHA THREADZ	86/600981 5237525	April 17, 2015	July 4, 2017

SCHEDULE C

REGISTERED COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

SCHEDULE D

EXCLUSIVE COPYRIGHT LICENSES

None.