

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861825

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ROBBINS SPORTS SURFACES, LLC	FORMERLY Robbins, Inc.	12/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MERION INVESTMENT PARTNERS IV, L.P., as Agent for Lenders		
Street Address:	450 Devon Park Drive		
Internal Address:	Bldg. 700		
City:	Wayne		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 24			
Property Type	Number	Word Mark	
Serial Number:	71610345	CONTINUOUS STRIP	
Serial Number:	71695238	PERMACUSHION	
Serial Number:	73366678	DURATHON	
Serial Number:	73370282	SPORTWOOD	
Serial Number:	73703024	BIO-CUSHION	
Serial Number:	74371565	BOSTON SQUARE	
Serial Number:	75371863	ROBBINS	
Serial Number:	75371876	ROBBINS	
Serial Number:	75452764	AIR CHANNEL	
Serial Number:	75456527	THE ROBBINS INSTITUTE	
Serial Number:	76174947	BIO-CHANNEL	
Serial Number:	76492670	ZERO/G	
Serial Number:	76515708	ROBBINS SPORTS SURFACES	
Serial Number:	76527756	THE MOST TRUSTED NAME IN SPORTS FLOORING	
Serial Number:	76527919	GALAXY	
Serial Number:	76565588	ROBBINS 1ST	
Serial Number:	76565589	ROBBINS 1ST	
Serial Number:	76697172	S STRATA SPORT	

CH \$615.00 71610345

Property Type	Number	Word Mark
Serial Number:	85403324	ECLIPSE
Serial Number:	85908301	DANZAIRE
Serial Number:	88294314	ULTRASHIELD 100
Serial Number:	97047608	FOREVER MARLEY
Serial Number:	97670047	UNIMAX100
Serial Number:	97750386	ROBBINS PROVEN SAFETY. PROVEN PEFORMANCE

CORRESPONDENCE DATA

Fax Number: 6103718506

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: 6099877050

Email: ejs@stevenslee.com

Correspondent Name: Elliott J. Stein

Address Line 1: 100 Lenox Drive

Address Line 2: Suite 200

Address Line 4: Lawrenceville, NEW JERSEY 08648

NAME OF SUBMITTER:	Elliott J. Stein
SIGNATURE:	/varlawyer/
DATE SIGNED:	12/18/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is made as of this 15th day of December, 2023, by ROBBINS SPORTS SURFACES, LLC, a Delaware limited liability company (“Robbins,” together with each other Person signatory hereto from time to time, collectively the “Grantors” and each a “Grantor”), in favor of MERION INVESTMENT PARTNERS IV, L.P., a Delaware limited partnership, in its capacity as agent for the Lenders defined below.

WHEREAS, pursuant to that certain Senior Subordinated Term Loan and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the “Loan Agreement”) among Grantor, SPORTS SURFACES INC., a Delaware corporation (“Sports Surfaces”), INTEGRITY FOREST PRODUCTS, LLC, a Michigan limited liability company (“Integrity,” together with the Grantor, Sports Surfaces, and any Person joined thereto from time to time as a Borrower, collectively the “Borrowers”), the lenders from time to time party thereto (the “Lenders”), and Merion Investment Partners IV, L.P., a Delaware limited partnership, as agent for Lenders (“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 Loan Agreement, each 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, each 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 Loan Agreement.

2. GRANT AND REAFFIRMATION OF SECURITY INTEREST. To secure the payment and performance of the Obligations under the Loan Agreement, each Grantor hereby grants to Agent for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Loan Agreement of a continuing security interest in and Lien on all of such 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 such 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 such 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 such 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 Loan 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 any Grantor to Agent, the Lenders or any of them pursuant to the Loan Agreement.

4. LOAN 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 Loan Agreement. Each 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. REPRESENTATIONS, WARRANTIES AND AGREEMENTS. Each 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 any Grantor shall obtain rights to any new IP Collateral, this Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Agent with respect to any such new IP Collateral. Without limiting any Grantor's obligations under this Section 6, each Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new IP Collateral of such Grantor identified in such written notice provided by such 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 the transactions contemplated hereby, and all disputes between the parties under or relating to this Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of Delaware, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

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 page follows]

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

ROBBINS SPORTS SURFACES, LLC

By: *Todd Braun*

Name: Todd Braun

Title: President and Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008291 FRAME: 0245

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT



I. Copyrights and Copyright Applications

#	Grantor	Copyright	Serial/ Registration Number	Application/ Registration Date
1.	N/A	N/A	N/A	N/A
2.				
3.				
4.				

II. Patents and Patent Applications

#	Grantor	Title	Country	Application/ Patent Number
1.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	Sleeper For Structural Floor	United States	17/841,180
2.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	POLYURETHANE FLOOR WITH WOOD LOOK, AND RELATED APPARATUS	United States	17/113,353
3.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	Interlocking Floor	United States	8,291,661
4.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	PANEL-TYPE SUBFLOOR FOR ATHLETIC FLOOR	United States	7,694,480

III. Trademarks and Trademark Applications

#	Grantor	Mark	Country	Serial/ Registration Number
1.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)		United States	2,960,625
2.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)		United States	2,972,410

3.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	ROBBINS PROVEN SAFETY. PROVEN PERFORMANCE. PROVEN WINNERS. and design	United States	97/750,386
4.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	UNIMAX100 (Design)	United States	97/670,047
5.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	SPORTWOOD	United States	1,247,704
6.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	BIO-CUSHION	United States	1,501,360
7.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	PERMACUSHION	United States	627,610
8.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	ROBBINS	United States	2,277,213
9.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	ROBBINS	United States	2,308,289
10.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	AIR CHANNEL	United States	2,297,540
11.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	THE ROBBINS INSTITUTE	United States	2,297,552
12.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	BIO-CHANNEL	United States	2,611,898
13.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	DURATHON	United States	1,240,337
14.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	CONTINUOUS STRIP	United States	565,243
15.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	BOSTON SQUARE	United States	2,133,586
16.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	ZERO/G	United States	2,889,907
17.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	ROBBINS SPORTS SURFACES & Design	United States	2,905,716

18.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	THE MOST TRUSTED NAME IN SPORTS FLOORING	United States	2,942,734
19.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	GALAXY	United States	3,099,634
20.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	STRATA SPORT (Design)	United States	3,741,457
21.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	ECLIPSE	United States	4,184,329
22.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	DANZAIRE	United States	4,477,245
23.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	ULTRASHIELD 100	United States	6,335,618
24.	Robbins Sports Surfaces, LLC (f/k/a Robbins, Inc.)	FOREVER MARLEY (Design)	United States	6,878,468