

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM864134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sandlot Baseball BorrowerCo, LLC		12/27/2023	Limited Liability Company: DELAWARE
Abner Doubleday LLC		12/27/2023	Limited Liability Company: NEW YORK
Ripken Baseball Camps & Clinics LLC		12/27/2023	Limited Liability Company: MARYLAND
Ripken Holdings LLC		12/27/2023	Limited Liability Company: MARYLAND
Ripken Factory LLC		12/27/2023	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MSD Admin Services, LLC
Street Address:	1 Vanderbilt Avenue
Internal Address:	26th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2932144	COOPERSTOWN YOUTH BASEBALL HALL OF FAME
Registration Number:	5440126	HUSTLE TAKES NO SKILL
Registration Number:	6689224	THE RIPKEN EXPERIENCE
Registration Number:	2353657	RIPKEN BASEBALL
Registration Number:	3903919	BASEBALL FACTORY
Registration Number:	3186012	BASEBALL FACTORY
Registration Number:	3188931	BASEBALL FACTORY
Registration Number:	3903924	BUILD YOUR WAY TO GREATNESS
Registration Number:	4708653	FACTORY ATHLETICS
Registration Number:	4853504	FOOTBALL FACTORY
Registration Number:	3903971	SOFTBALL FACTORY

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5355426	SWIMMING FACTORY
CORRESPONDENCE DATA		
Fax Number:	4045725100	
<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>		
Phone:	(404) 572-3117	
Email:	aquinn@KSLAW.com	
Correspondent Name:	Alanna Quinn	
Address Line 1:	1180 Peachtree St NE	
Address Line 2:	Suite 1600	
Address Line 4:	Atlanta, GEORGIA 30309	
NAME OF SUBMITTER:	Alanna Quinn	
SIGNATURE:	/s/ Alanna Quinn	
DATE SIGNED:	12/27/2023	
Total Attachments: 5		
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2023 (this “Agreement”), is made by each of the entities listed on the signature pages hereto (each a “Grantor” and, collectively, the “Grantors”), in favor of MSD Admin Services, LLC, as administrative agent and collateral agent (in such capacities, together with its successors and assigns, the “Agent”) for itself and the other Secured Creditors.

PRELIMINARY STATEMENTS

A. Reference is made to that certain Credit and Guaranty Agreement, dated as of December 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrowers, the other Loan Parties from time to time party thereto, the lenders from time to time party thereto (“Lenders”) and the Agent.

B. Each of the Grantors is party to that certain Security Agreement, dated as of December 27, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent, for the benefit of the Secured Creditors, pursuant to which the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1 Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2 Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the for the prompt payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Applicable Secured Obligations, hereby pledges and grants to the Agent, for the benefit of the Secured Creditors, a security interest in the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its trademarks, trademark applications and trademark licenses providing for the grant by or to such Grantor of any right under any trademark, including those referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill associated therewith; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any U.S. trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use or amendment to allege use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office) or any intellectual property if the grant of a Lien on or security interest in such

intellectual property is prohibited by law or would result in the abandonment, impairment, cancellation or voiding of any right, title or interest in such intellectual property.

Section 3 Pledge and Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms. In the event that any provision of this Agreement conflicts with any provision of the Security Agreement, the Security Agreement shall govern.

Section 4 Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their trademarks, trademark applications and trademark licenses subject to a security interest hereunder.

Section 5 Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office record this Agreement.

Section 6 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. The Grantor acknowledges that this Agreement is and shall be effective upon its execution and delivery by such Grantor to the Agent, and it shall not be necessary for the Agent to execute this Agreement or any other acceptance hereof or otherwise to signify or express its acceptance hereof. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 7 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES HERETO, SHALL BE CONSTRUED AND DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION. In addition, each party hereto hereby irrevocably and unconditionally agrees to be bound by the provisions of Section 14(g) and Section 14(h) of the Security Agreement as if set forth in full herein and modified *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered as of the date first set forth above.

SANDLOT BASEBALL BORROWERCO, LLC,
as a Grantor

DocuSigned by:
By: Isaac Harrouche
Name: Isaac Harrouche
Title: Authorized Signatory

ABNER DOUBLEDAY LLC,
as a Grantor

DocuSigned by:
By: Isaac Harrouche
Name: Isaac Harrouche
Title: Authorized Signatory

RIPKEN BASEBALL CAMPS & CLINICS LLC,
as a Grantor

DocuSigned by:
By: Isaac Harrouche
Name: Isaac Harrouche
Title: Authorized Signatory

RIPKEN HOLDINGS LLC,
as a Grantor

DocuSigned by:
By: Isaac Harrouche
Name: Isaac Harrouche
Title: Authorized Signatory

RIPKEN FACTORY LLC,
as a Grantor

DocuSigned by:
By: Isaac Harrouche
Name: Isaac Harrouche
Title: Authorized Signatory

Accepted and agreed to as of the
date first above written.

MSD ADMIN SERVICES, LLC,
as Agent

By:  _____
Name: Marcello Liguori
Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration Number</u>	<u>Registration Date</u>
Abner Doubleday LLC	COOPERSTOWN YOUTH BASEBALL HALL OF FAME	78341274	2003-12-16	2932144	2005-03-08
Ripken Baseball Camps & Clinics LLC	HUSTLE TAKES NO SKILL	87482928	2017-06-09	5440126	2018-04-03
Ripken Holdings LLC	THE RIPKEN EXPERIENCE	90373557	2020-12-10	6689224	2022-04-05
SANDLOT BASEBALL BORROWERCO, LLC	RIPKEN BASEBALL	75729239	1999-06-15	2353657	2000-05-30
Ripken Factory LLC	BASEBALL FACTORY	85047559	2010-05-25	3903919	2001-01-11
Ripken Factory LLC	BASEBALL FACTORY	78664221	2005-07-06	3186012	2006-12-19
Ripken Factory LLC	BASEBALL FACTORY & Design	78664266	2005-07-06	3188931	2006-12-26
Ripken Factory LLC	BUILD YOUR WAY TO GREATNESS	85047606	2010-05-25	3903924	2011-01-11
Ripken Factory LLC	FACTORY ATHLETICS	85746628	2012-10-05	4708653	2015-03-24
Ripken Factory LLC	FOOTBALL FACTORY	86055332	2013-09-04	4853504	2015-11-17
Ripken Factory LLC	SOFTBALL FACTORY	85048219	2010-05-26	3903971	2011-01-11
Ripken Factory LLC	SWIMMING FACTORY	86401750	2014-09-22	5355426	2017-12-12

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.