

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI38328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Badger Sportswear, LLC		02/20/2024	Limited Liability Company: NORTH CAROLINA
R B III Associates, Inc.		02/20/2024	Corporation: CALIFORNIA
Alleson of Rochester, Inc.		02/20/2024	Corporation: NEW YORK
RECEIVING PARTY DATA			
Company Name:	Antares Capital LP		
Street Address:	500 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	98231727	GAMEDAY GREATS BY PROSPHERE	
Serial Number:	97614922	SWEATLESS	
Registration Number:	5633725	THERE'S NO SOFTER SHIRT ON THE PLANET	
Registration Number:	5556603	SOFTLOCK	
Registration Number:	5421918	BADGER SPORTSWEAR	
Registration Number:	5638738	QUALITY FOR ALL. GUARANTEED.	
Registration Number:	4130532	BADGER	
Registration Number:	2921663	ALLESON	
Registration Number:	2921664	ALLESON ATHLETIC	
Registration Number:	5637774	TEAMWORK	
Registration Number:	5647506	TEAMWORK ATHLETIC APPAREL	
Registration Number:	4455031	P S	
Registration Number:	4231408	PROSPHERE	
Registration Number:	5786259	RAPID THREADS	
Registration Number:	7222511	B	
CORRESPONDENCE DATA			

CH \$390.00.00 98231727

Fax Number: 6175269899

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: (617)5269712

Email: ypan@proskauer.com,CHHuang@proskauer.com

Correspondent Name: Chi-Yu Huang

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place

Address Line 4: Boston, MASSACHUSETTS 25278.081

ATTORNEY DOCKET NUMBER:	25278.081
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NAME OF SUBMITTER:	Yuming Pan
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SIGNATURE:	Yuming Pan
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DATE SIGNED:	02/20/2024
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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of February 20, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Badger Sportswear, LLC, Alleson of Rochester, Inc., and R B III Associates, Inc. (“**Grantor**”) in favor of Antares Capital LP, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns, the “**Collateral Agent**”) and as Administrative Agent.

WHEREAS, Grantor is party to that certain Security Agreement, dated as of November 21, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among Grantor, the other grantors party thereto, and the Collateral Agent pursuant to which Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Grantor, as security for the payment and performance in full of the Secured Obligations of Grantor (including, if Grantor is a Guarantor, the Secured Obligations of Grantor arising under the Guaranty), hereby grants and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of Grantor’s right, title and interest in, to or under any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (i) all Trademarks included in the Registered Intellectual Property Collateral, including those listed on Schedule A hereto, and including all goodwill connected with the use thereof and symbolized thereby,
- (ii) all damages and payments for past, present or future infringements, misappropriations, dilutions or violations thereof,
- (iii) all rights to sue or otherwise recover for past, present and future infringements, dilutions or other violations thereof, and
- (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark

application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral 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 by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Collateral Agent shall execute all documents, make all filings, and take all other actions reasonably requested by Grantor, and at Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

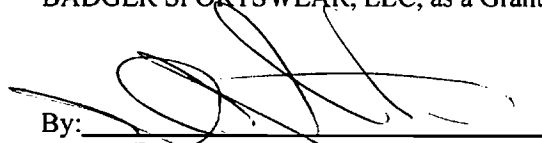
SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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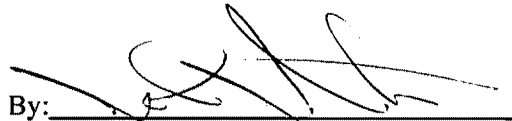
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BADGER SPORTSWEAR, LLC, as a Grantor



By: _____
Name: John J. Anton
Title: Chief Executive Officer, President and
Secretary

ALLESON OF ROCHESTER, INC., as a Grantor



By: _____
Name: John J. Anton
Title: Chief Executive Officer, President and
Secretary

R B III ASSOCIATES, INC., as a Grantor


By: _____

Name: John J. Anton


Title: Chief Executive Officer, Chief Financial
Officer, Secretary and President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008349 FRAME: 0423

ACCEPTED AND ACKNOWLEDGED BY:

ANTARES CAPITAL LP,
as Administrative Agent and Collateral Agent

By:  _____

Name: Michael Falcon



Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 008349 FRAME: 0424

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Badger Sportswear, LLC	THERE'S NO SOFTER SHIRT ON THE PLANET	5633725	12/18/2018
Badger Sportswear, LLC	SOFTLOCK	5556603	09/04/2018
Badger Sportswear, LLC	BADGER SPORTSWEAR	5421918	03/13/2018
Badger Sportswear, LLC	QUALITY FOR ALL. GUARANTEED.	5638738	12/25/2018
Badger Sportswear, LLC	BADGER	4130532	04/24/2012
Alleson of Rochester, Inc.	ALLESON	2921663	01/25/2005
Alleson of Rochester, Inc.	ALLESON ATHLETIC	2921664	01/25/2005
R B III Associates, Inc.	TEAMWORK	5637774	12/25/2018
R B III Associates, Inc.	TEAMWORK ATHLETIC APPAREL	5647506	01/08/2019
R B III Associates, Inc.		4455031	12/24/2013
R B III Associates, Inc.	PROSPHERE	4231408	10/23/2012
R B III Associates, Inc.	RAPID THREADS	5786259	06/25/2019
Badger Sportswear, LLC		7222511	11/21/2023

TRADEMARK APPLICATIONS

Grantor	Mark	Application No.	Application Date
Badger Sportswear, LLC	GAMEDAY GREATS BY PROSPHERE	98231727	10/19/2023
Badger Sportswear, LLC	SWEATLESS	97614922	09/30/2022