

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM689982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fanatics Retail Group North, LLC		11/23/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A., as Collateral Agent		
Street Address:	1 Penns Way		
Internal Address:	Ops II		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5296633	OVER THE WALL	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061216		
Email:	angela.amaru@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU		
Address Line 1:	1271 AVENUE OF THE AMERICAS		
Address Line 4:	NEW YORK, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	049133-0531		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	11/23/2021		
Total Attachments: 13			
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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of November 23, 2021 (this “**Agreement**”), made by each of the entities listed on Annex I hereto (each a “**Pledgor**”, and collectively, the “**Pledgors**”), in favor of CITIBANK, N.A., as collateral agent for the Secured Parties (together with its successors and assigns, in such capacity, the “**Collateral Agent**”).

Reference is made to the Collateral Agreement dated as of November 23, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the Pledgors, the other pledgors party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. All terms defined in the Uniform Commercial Code and not defined in this Agreement or the Collateral Agreement have the meanings specified therein. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets and properties (whether now owned or hereafter acquired) (collectively, but excluding any Excluded Property, the “**IP Collateral**”): all Trademarks of the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of such Pledgor’s right, title or interest therein or in any Trademark issued as a result of such application under applicable federal law.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

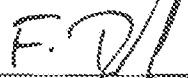
SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written

FANATICS, INC.
TOP OF THE WORLD BY FANATICS, LLC
FANATICS APPAREL, LLC
FANATICS BIKER BUILT APPAREL, LLC
FANATICS MOUNTED MEMORIES, LLC
FANATICS RETAIL GROUP NORTH, LLC
MAJESTIC APPAREL, LLC
SPORTSMEM, LLC
STEINER SPORTS MEMORABILIA, LLC
WINCRAFT, INCORPORATED

By:



Name: F. Douglas Mack

Title: President and Chief Executive Officer

CITIBANK, N.A., as Collateral Agent


By: *I Theocharis*
Name: Ioannis Theocharis
Title: Vice President

ANNEX I


Name	Jurisdiction
FANATICS, INC.	DE
TOP OF THE WORLD BY FANATICS, LLC	DE
FANATICS APPAREL, LLC	FL
FANATICS BIKER BUILT APPAREL, LLC	DE
FANATICS MOUNTED MEMORIES, LLC	DE
FANATICS RETAIL GROUP NORTH, LLC	DE
MAJESTIC APPAREL, LLC	DE
SPORTSMEM, LLC	DE
STEINER SPORTS MEMORABILIA, LLC	DE
WINCRAFT, INCORPORATED	MN



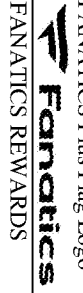
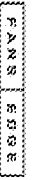


Schedule I
to Notice of Grant of Security Interest in Trademarks






U.S. Federally Registered or Applied for Trademarks.

Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	CAPTIVATING APPAREL	87861303	03-Apr-2018	5865288	24-Sep-2019	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	CAPTIVATING HEADWEAR	87240760	17-Nov-2016	5235983	04-Jul-2017	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	DECLARATION DAYS	87408931	12-Apr-2017	5334611	14-Nov-2017	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	MEMORY FIT	86088459	10-Oct-2013	4804642	01-Sep-2015	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	ONE FIT	78115930	19-Mar-2002	2915957	04-Jan-2005	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	PASSION UNITES	87523100	11-Jul-2017	5466265	08-May-2018	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	THE CAP OF COLLEGE	85895628	04-Apr-2013	4874778	22-Dec-2015	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	TOP OF THE WORLD	87401314	06-Apr-2017	5487783	05-Jun-2018	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	TOP OF THE WORLD	74231001	13-Dec-1991	1918024	12-Sep-1995	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	TOW and Design 	74231002	13-Dec-1991	1727767	27-Oct-1992	United States of America

Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	TW and Design 	87401277	06-Apr-2017	5403294	13-Feb-2018	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	TW and Design 	85895610	04-Apr-2013	4432463	12-Nov-2013	United States of America
Top of the World by Fanatics, LLC (f/k/a Everest Acquisition, LLC)	PEEL THE FIT	86306857	11-JUN-2014	4784414	04-AUG-2015	United States of America
Top of the World by Fanatics, LLC	ELITE FAN	90285311	28-OCT-2020	---	---	United States of America
Top of the World by Fanatics, LLC	ELITE FAN 	90285317	28-OCT-2020	---	---	United States of America
Fanatics Biker Built Apparel, LLC	Design Only 	87334960	14-FEB-2017	5716174	02-APR-2019	United States of America
Majestic Apparel, LLC	ALWAYS GAME	86238635	01-APR-2014	4804924	01-SEP-2015	United States of America
Majestic Apparel, LLC	Design Only 	85745878	04-OCT-2012	4937023	12-SEP-2016	United States of America
Majestic Apparel, LLC	TEAM MAJESTIC	85557203	01-MAR-2012	4846304	03-NOV-2015	United States of America
Majestic Apparel, LLC	MAJESTIC BANGOR PENNSYLVANIA	85452175	20-OCT-2011	4724074	21-APR-2015	United States of America
Fanatics Mounted Memories, LLC	MOUNTED MEMORIES	77035312	02-NOV-2006	3477236	29-JUL-2008	United States of America
Fanatics Apparel, LLC	LET LOOSE	86374959	22-Aug-2014	5601508	06-Nov-2018	United States of America

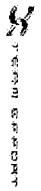

Owner	Mark Name	Application Number	Application Date	Registration Number	Registration Date	Country
Fanatics Biker Built Apparel, LLC	BIKER BUILT BIKER BUILT and Skull Design	87334972	14-Feb-2017	5716175	02-Apr-2019	United States of America
Fanatics Biker Built Apparel, LLC		86609068	24-Apr-2015	5514069	10-Jul-2018	United States of America
Fanatics Retail Group North, LLC	OVER THE WALL	86160833	08-Jan-2014	5296633	26-Sep-2017	United States of America
Fanatics, Inc.	CRAFTED FOR FANS	87095303	06-Jul-2016	6002873	03-Mar-2020	United States of America
Fanatics, Inc.	FANATTICS	77566994	10-Sep-2008	3891735	21-Dec-2010	United States of America
Fanatics, Inc.	FANATTICS	78980114	19-Jun-2006	3447091	10-Jun-2008	United States of America
Fanatics, Inc.	FANATTICS	78911537	19-Jun-2006	3636907	09-Jun-2009	United States of America
Fanatics, Inc.	FANATTICS	86741332	28-Aug-2015	5210048	23-May-2017	United States of America
Fanatics, Inc.	FANATTICS	86741333	28-Aug-2015	5745803	07-May-2019	United States of America
Fanatics, Inc.	FANATTICS	86982195	28-Aug-2015	5210705	23-May-2017	United States of America
Fanatics, Inc.	FANATTICS	87339850	17-Feb-2017	5868815	24-Sep-2019	United States of America
Fanatics, Inc.	FANATTICS	87339869	17-Feb-2017	5285287	12-Sep-2017	United States of America
Fanatics, Inc.	FANATTICS	88005225	18-Jun-2018	5666720	29-Jan-2019	United States of America
Fanatics, Inc.	FANATTICS	87978589	17-Feb-2017	5597643	30-Oct-2018	United States of America
Fanatics, Inc.	FANATTICS Plus Flag Logo 	86741325	28-Aug-2015	5261667	08-Aug-2017	United States of America
Fanatics, Inc.	FANATTICS Plus Flag Logo 	86741326	28-Aug-2015	5740035	30-Apr-2019	United States of America

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Fanatics, Inc.	FANATICS Plus Flag Logo 	86741328	28-Aug-2015	5745801	07-May-2019	United States of America
Fanatics, Inc.	FANATICS Plus Flag Logo 	86981871	28-Aug-2015	5188158	18-Apr-2017	United States of America
Fanatics, Inc.	FANATICS Plus Flag Logo 	86984188	28-Aug-2015	5607480	13-Nov-2018	United States of America
Fanatics, Inc.	FANATICS REWARDS	87731410	21-Dec-2017	5573797	02-Oct-2018	United States of America
Fanatics, Inc.	FANACTIONS	97015846	07-Sep-2021			United States of America
Fanatics, Inc.	FANCASH	77344944	05-Dec-2007	3501154	16-Sep-2008	United States of America
Fanatics, Inc.	FANSEDDGE	86351849	29-Jul-2014	4820780	29-Sep-2015	United States of America
Fanatics, Inc.	FANSEDDGE	86741339	28-Aug-2015	5915071	19-Nov-2019	United States of America
Fanatics, Inc.	FANSEDDGE	88115744	13-Sep-2018	6048529	05-May-2020	United States of America
Fanatics, Inc.	FANSEDDGE Logo 	86741334	28-Aug-2015	5955763	07-Jan-2020	United States of America
Fanatics, Inc. (successor by merger to FansEdge Incorporated)	FANSEDDGE Logo 	86983345	29-Aug-2015	5360652	19-Dec-2017	United States of America
Fanatics, Inc.	FANTELLIGENCE	88937889	28-May-2020	6249123	19-Jan-2021	United States of America
Fanatics, Inc.	FAST BREAK	87212310	21-Oct-2016	5670878	05-Feb-2019	United States of America
Fanatics, Inc.	Flag Logo 	86741329	28-Aug-2015	5210047	23-May-2017	United States of America

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Fanatics, Inc.	 Flag Logo	86741330	28-Aug-2015	5763755	28-May-2019	United States of America
Fanatics, Inc.	 Flag Logo	86741331	28-Aug-2015	5745802	07-May-2019	United States of America
Fanatics, Inc.	 Flag Logo	86981852	28-Aug-2015	5188153	18-Apr-2017	United States of America
Fanatics, Inc.	 Flag Logo	86984234	28-Aug-2015	5623137	04-Dec-2018	United States of America
Fanatics, Inc.	 Flag Logo	88005224	18-Jun-2018	5666719	29-Jan-2019	United States of America
Fanatics, Inc.	FOOTBALL FANATICS	76183737	16-Dec-2000	2538045	12-Feb-2002	United States of America
Fanatics, Inc.	FOOTBALL FANATICS	77566945	10-Sep-2008	3891734	21-Dec-2010	United States of America
Fanatics, Inc.	JERSEY ASSURANCE	88005227	18-Jun-2018	5993559	25-Feb-2020	United States of America
Fanatics, Inc.	OFFICIALLY LICENSED EVERYTHING	88708918	27-Nov-2019	6094632	07-Jul-2020	United States of America
Fanatics, Inc.	SURF FANATICS	77976735	28-Nov-2007	3607516	14-Apr-2009	United States of America
Majestic Apparel, LLC	ALWAYS BASEBALL. ALWAYS MAJESTIC.	86238655	01-Apr-2014	5003806	19-Jul-2016	United States of America
Majestic Apparel, LLC	BUILT FOR THE BIGS	86767068	24-Sep-2015	5009548	26-Jul-2016	United States of America

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Majestic Apparel, LLC	CSA	76207858	09-Feb-2001	2699417	25-Mar-2003	United States of America
Majestic Apparel, LLC	DRAFT HIM	86817533	12-Nov-2015	5498223	19-Jun-2018	United States of America
Majestic Apparel, LLC	DRAFT ME	86810257	05-Nov-2015	5498219	19-Jun-2018	United States of America
Majestic Apparel, LLC	DRY BASE	85731357	18-Sep-2012	4760616	23-Jun-2015	United States of America
Majestic Apparel, LLC	EVOLUTION TEE	85463561	03-Nov-2011	5191430	25-Apr-2017	United States of America
Majestic Apparel, LLC	FLEX BASE	86016518	22-Jul-2013	5105298	20-Dec-2016	United States of America
Majestic Apparel, LLC	FLEX BASE (Stylized)	86075291	26-Sep-2013	5091477	29-Nov-2016	United States of America
Majestic Apparel, LLC	FLEX BASE					
Majestic Apparel, LLC	MAJESTIC	73729461	12-May-1988	1516495	13-Dec-1988	United States of America
Majestic Apparel, LLC	MAJESTIC & Design 2012	85745840	04-Oct-2012	4956158	10-May-2016	United States of America
Majestic Apparel, LLC	 MAJESTIC FAN FASHION & Design	85838291	01-Feb-2013	5059775	11-Oct-2016	United States of America
Majestic Apparel, LLC	 MAJESTIC Players Series Design					
Majestic Apparel, LLC	 MAJESTIC THREADS	86233849	27-Mar-2014	5311628	17-Oct-2017	United States of America
Majestic Apparel, LLC	MAJESTIC THREADS & Design	78755312	16-Nov-2005	3158191	17-Oct-2006	United States of America
Majestic Apparel, LLC	 MAJESTIC THREADS	78761528	28-Nov-2005	3154096	10-Oct-2006	United States of America
Majestic Apparel, LLC	MY TEAM MY COLORS	87205088	17-Oct-2016	5415447	06-Mar-2018	United States of America
Majestic Apparel, LLC	THERMA BASE	77589237	09-Oct-2008	3962221	17-May-2011	United States of America

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Majestic Apparel, LLC	TRIPLE PEAK TRIPLE PEAK Stylized	85484745	01-Dec-2011	4659932	23-Dec-2014	United States of America
Majestic Apparel, LLC		85501894	22-Dec-2011	4659938	23-Dec-2014	United States of America
Sportsmem, LLC	HM HOLLYWOODMEMORABILIA.COM  HOLLYWOOD MEMORABILIA.COM	87468331	30-May-2017	5623518	04-Dec-2018	United States of America
Sportsmem, LLC	SM SPORTSMEMORABILIA.COM and Design  SPORTS MEMORABILIA.COM	86878224	18-Jan-2016	5135665	07-Feb-2017	United States of America
Steiner Sports Memorabilia, LLC	IN THEIR OWN WORDS	86473264	06-Dec-2014	4962427	24-May-2016	United States of America
Steiner Sports Memorabilia, LLC	STEINER	87013988	26-Apr-2016	5230703	27-Jun-2017	United States of America
Steiner Sports Memorabilia, LLC	STEINER SPORTS	86549509	28-Feb-2015	5029710	30-Aug-2016	United States of America
Steiner Sports Memorabilia, LLC	STEINER SPORTS MARKETING	86549500	28-Feb-2015	4971570	07-Jun-2016	United States of America
Steiner Sports Memorabilia, LLC	STEINER SPORTS MEMORABILIA HAND SIGNED COLLECTIBLES	86549509	28-Feb-2015	4971571	07-Jun-2016	United States of America
Wincraft, Incorporated	FACE/CLUB	77901432	28-Dec-2009	3935984	22-Mar-2011	United States of America
Wincraft, Incorporated	HEADCOVER MATCHING SYSTEM	77107211	14-Feb-2007	3347065	04-Dec-2007	United States of America
Wincraft, Incorporated	MASKDANA	88884431	23-Apr-2020	6442312	03-Aug-2021	United States of America
Wincraft, Incorporated	Miscellaneous Design (Team Effort Logo) 	75567790	09-Oct-1998	2386974	19-Sep-2000	United States of America
Wincraft, Incorporated	STOCKDALE	88184054	06-Nov-2018	5866053	24-Sep-2019	United States of America

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Wincraft, Incorporated	TEAM EFFORT	87105169	15-Jul-2016	5159698	14-Mar-2017	United States of America
Wincraft, Incorporated	TEAM EFFORT	74542979	27-Jun-1994	2066116	03-Jun-1997	United States of America
Wincraft, Incorporated	TEAM EFFORT and Design 	75567150	09-Oct-1998	2378619	22-Aug-2000	United States of America
Wincraft, Incorporated	TEAM EFFORT and Design 	75567464	09-Oct-1998	2386972	19-Sep-2000	United States of America
Wincraft, Incorporated	WINCRAFT	78208555	29-Jan-2003	2866623	27-Jul-2004	United States of America
Wincraft, Incorporated	WINDSHEER	75835674	28-Oct-1999	2441640	03-Apr-2001	United States of America
Wincraft, Incorporated	WIN-RELEASE SYSTEM	78665248	07-Jul-2005	3111807	04-Jul-2006	United States of America