

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM787489

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		TRADEMARK SECURITY AGREEMENT	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KLUTCH SPORTS GROUP, LLC		02/15/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	MC: NY1-C413		
Internal Address:	4 CHASE METROTECH CENTER		
City:	BROOKLYN		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	6343533	KLUTCH	
Registration Number:	5399022	KLUTCH SPORTS GROUP	
Serial Number:	97012504	KLUTCH ORIGINALS	
Serial Number:	97159691	BE KLUTCH	
Serial Number:	97418928	KLUTCH ATHLETICS	
Serial Number:	97452896	KLUTCH CONVERSATIONS	
Serial Number:	97571079	KLUTCH ATHLETICS	
Serial Number:	97571090	KLUTCH ATHLETICS	
Serial Number:	97571094	KLUTCH ATHLETICS	
Serial Number:	97571101	KLUTCH ATHLETICS	
Serial Number:	97571105	KLUTCH ATHLETICS	
Serial Number:	97571110	KLUTCH ATHLETICS	
Serial Number:	88905277	KLUTCH	
Serial Number:	97129153	TC5	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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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:	509265/2351
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NAME OF SUBMITTER:	COURTNEY WELSHIMER
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SIGNATURE:	/CW/
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DATE SIGNED:	02/16/2023
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 15, 2023, by Klutch Sports Group, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of JPMORGAN CHASE BANK, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (as defined in the Security Agreement (as defined below)) (in such capacity, together with its successors and assigns, the “**Administrative Agent**”).

W I T N E S S E T H:

WHEREAS, the Grantor is party to a Security Agreement dated as of July 7, 2021 (as amended and supplemented by that certain Supplement No. 1, dated as of February 24, 2022, to the Security Agreement, as further amended and supplemented by that certain Supplement No. 2, dated as of January 13, 2023, to the Security Agreement, as further amended and supplemented by that certain Supplement No. 3, dated as of the date hereof, to the Security Agreement, and as further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Administrative Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative 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 1. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in, all of its right, title or interest in or to any and all the following Collateral (excluding any intent-to-use trademark application prior to the filing 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 such intent-to-use trademark application under applicable federal law and any and all other Excluded Assets) now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest:

(a) United States-registered Trademarks (and applications for which United States Trademark registrations are pending) of the Grantor, including those listed on Schedule I attached hereto; and

(b) all goodwill connected with the use thereof and symbolized thereby.

SECTION 2. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in furtherance, and not in limitation, of the security interest granted to the Administrative Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with


respect to the security interest in the United States-registered Trademarks (and applications for which United States Trademark registrations are pending) made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference 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 unless the Administrative Agent shall otherwise determine.

SECTION 3. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the lien on and security interest in the United States-registered Trademarks (and applications for which United States Trademark registrations are pending) under this Trademark Security Agreement.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. For the avoidance of doubt, with respect to Electronic Signatures, this Trademark Security Agreement is subject to Section 10.11 of the Credit Agreement.

[Signature pages follow.]

KLUTCH SPORTS GROUP, LLC

By: 
Name: Lindsay Harding
Title: Chief Financial Officer

[Trademark Security Agreement]

**TRADEMARK
REEL: 007973 FRAME: 0609**

JPMORGAN CHASE BANK, N.A., as
Administrative Agent

By: _____


Name: Peter Christensen

Title: Executive Director

Schedule I
United States Trademark Registrations and Use Applications

Registrations:

OWNER	REGISTRATION NUMBER	TITLE
Klutch Sports Group, LLC	6343533	KLUTCH
Klutch Sports Group, LLC	5399022	KLUTCH SPORTS GROUP

Applications:

OWNER	APPLICATION NUMBER ¹	TITLE
Klutch Sports Group, LLC	97/012,504	KLUTCH ORIGINALS
Klutch Sports Group, LLC	97/159,691	BE KLUTCH
Klutch Sports Group, LLC	97/418,928	KLUTCH ATHLETICS
Klutch Sports Group, LLC	97/452,896	KLUTCH CONVERSATIONS
Klutch Sports Group, LLC	97571079	KLUTCH ATHLETICS
Klutch Sports Group, LLC	97571090	KLUTCH ATHLETICS
Klutch Sports Group, LLC	97571094	KLUTCH ATHLETICS
Klutch Sports Group, LLC	97571101	KLUTCH ATHLETICS
Klutch Sports Group, LLC	97571105	KLUTCH ATHLETICS
Klutch Sports Group, LLC	97571110	KLUTCH ATHLETICS
Klutch Sports Group, LLC	88905277	KLUTCH

¹ Each application listed on this Schedule I is an intent-to-use trademark application and is excluded from the Collateral until a Statement of Use or Amendment to Allege Use is filed with the United States Patent and Trademark Office.

Klutch Sports Group, 97129153
LLC

