

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM799550

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Victor Stanley, LLC		01/24/2023	Limited Liability Company: MARYLAND
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA , as Administrative Agent and Collateral Agent		
Street Address:	30 Hudson Street		
Internal Address:	36th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Chartered Bank: NEW JERSEY		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4730278	VICTOR STANLEY	
Registration Number:	4863656	CREATE A TIMELESS MOMENT	
Registration Number:	3293213	VICTOR STANLEY INC	
Registration Number:	2822697	2ND SITE SYSTEMS	
Registration Number:	1603800	IRONSITES	
CORRESPONDENCE DATA			
Fax Number:			
<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:	3127758000		
Email:	rspuhler@mcandrews-ip.com		
Correspondent Name:	Ronald H. Spuhler		
Address Line 1:	500 W Madison Street, 34th Floor		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Ronald H. Spuhler		
SIGNATURE:	/RHS/		
DATE SIGNED:	03/31/2023		

OP \$140.00 4730278

Total Attachments: 5

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ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT

ABL TRADEMARK SECURITY AGREEMENT SUPPLEMENT dated as of January 24, 2023 (this “**Trademark Security Agreement Supplement**”), by and between VICTOR STANLEY, LLC, a Maryland limited liability company (the “**New Grantor**”) and Goldman Sachs Bank USA, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the ABL Credit Agreement).

Reference is made to that certain ABL Credit Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**ABL Credit Agreement**”), by and among PlayCore MidCo, Inc., a Delaware corporation (“**Holdings**”), PlayCore Merger Sub, Inc., a Delaware corporation (the “**Initial Borrower**”, to be merged with and into Recess Holdings, Inc., a Delaware corporation (the “**Company**”) pursuant to the Merger Transactions (as defined therein), with the Company as survivor of the Merger (as defined therein), the “**Lead Borrower**”), each Restricted Subsidiary of the Lead Borrower party thereto that is designated as a borrower (together with the Lead Borrower and each other Restricted Subsidiary of the Lead Borrower joined to this Agreement as a borrower in accordance with the terms therein, each a “**Borrower**” and, collectively, the “**Borrowers**”), the Administrative Agent and the lenders from time to time parties thereto.

Reference is also made to that certain ABL Pledge and Security Agreement dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrowers, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to that certain ABL Trademark Security Agreement, dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Trademark Security Agreement**”) by and among the Grantors thereto and the Administrative Agent for the Secured Parties.

The Lenders have extended credit to the Borrowers subject to the terms and conditions set forth in the ABL Credit Agreement. Under the terms of the Security Agreement, the New Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the New Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the New Grantor and regardless of where located (collectively, the “**Additional Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of

the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The New Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral 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 of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Pages Follow]

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

VICTOR STANLEY, LLC

By: _____

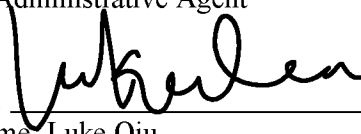
Name: Richard E. Ruegger

Title: Chief Financial Officer

[Signature Page to ABL Trademark Supplement]

TRADEMARK
REEL: 008029 FRAME: 0165

GOLDMAN SACHS BANK USA,
as Administrative Agent

By: 
Name: Luke Qiu
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

Trademark	Reg. No.	Reg. Date	Owner
VICTOR STANLEY 	4730278	05-MAY- 2015	VICTOR STANLEY,LLC
CREATE A TIMELESS MOMENT	4863656	01-DEC- 2015	VICTOR STANLEY,LLC
VICTOR STANLEY INC	3293213	18-SEP-2007	VICTOR STANLEY,LLC
2ND SITE SYSTEMS	2822697	16-MAR- 2004	VICTOR STANLEY,LLC
IRONSITES	1603800	26-JUN-1990	VICTOR STANLEY,LLC