

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI133533

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riddell, Inc.		08/31/2021	Corporation: ILLINOIS
Ridmark Corporation		08/31/2021	Corporation: DELAWARE
Macmark Corporation		08/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Company Name:	PNC Bank, National Association, as Agent		
Street Address:	500 First Avenue, 4th Floor		
Internal Address:	P7-PFSC-04-L		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15219		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	7139972	RIDDELL AXIOM	
Registration Number:	7134000	AXIOM	
Registration Number:	7242851	RIDDELL SPEEDFLEX DIAMOND	
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:	3128637141		
Email:	kristen.lange@goldbergkohn.com		
Correspondent Name:	Kristen N. Lange, Paralegal		
Address Line 1:	c/o Goldberg Kohn Ltd.		
Address Line 2:	55 E. Monroe Street, Suite 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	4033.183		
NAME OF SUBMITTER:	Kristen Lange		
SIGNATURE:	Kristen Lange		
DATE SIGNED:	03/31/2024		

OP \$90.00.00 90793321

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 31, 2021, by RIDDELL, INC., an Illinois corporation ("Riddell"), RIDMARK CORPORATION, a Delaware corporation ("Ridmark") and MACMARK CORPORATION, a Delaware corporation ("MacMark"; together with Riddell and Ridmark, the "Grantors" and each, a "Grantor"), in favor of PNC BANK, NATIONAL ASSOCIATION, as agent (in such capacity, "Agent") for the Lenders (as defined below):

W I T N E S S E T H

WHEREAS, Grantors, certain affiliates of Grantors from time to time party thereto, Agent and the other lenders from time to time party thereto (collectively, the "Lenders") have entered into a certain Revolving Credit, Term Loan and Security Agreement dated as of August 31, 2021 (as the same may be amended, restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), providing for extensions of credit to be made to the Borrowers thereunder by Agent and the Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement, each Grantor has granted to Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of the assets of such Grantor.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, each Grantor hereby grants to Agent, for itself and the ratable benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing security interest in such Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) each trademark, trademark application and/or trademark registration listed on Schedule 1 annexed hereto, together with any renewals, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such trademark, trademark application and/or trademark registration; and

b) all products and proceeds of the foregoing, including without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark, trademark application and/or trademark registration, or (ii) injury to the goodwill associated with any trademark, trademark application and/or trademark registration.

3. Credit Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of

itself and Lenders, pursuant to the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Authorization to Supplement. If any Grantor shall obtain rights to any new Trademark Collateral, this Agreement shall automatically apply thereto. Grantors shall give notice to Agent with respect to any such new Trademark Collateral by delivery of a Compliance Certificate in accordance with the terms of the Credit Agreement. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such new Trademark Collateral of Grantors. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule 1.

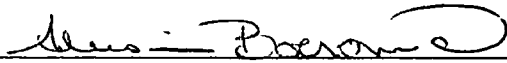
5. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

6. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER; JUDICIAL REFERENCE. THIS AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, AND JURY TRIAL WAIVER SET FORTH IN SECTIONS 16.1 AND 12.3 OF THE CREDIT AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

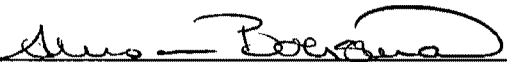
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the date first written above.


RIDDELL, INC.
as a Grantor

By: 
Name: Allison Boersma
Title: Chief Financial Officer and Chief Operating Officer

RIDMARK CORPORATION,
as a Grantor

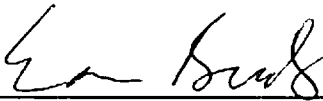
By: 
Name: Allison Boersma
Title: Chief Financial Officer and Chief Operating Officer

MACMARK CORPORATION,
as a Grantor

By: 
Name: Allison Boersma
Title: Chief Financial Officer and Chief Operating Officer

Agreed and Accepted

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 
Name: Eamon Brady
Its: Senior Vice President

SCHEDULE 1
TRADEMARKS
[see attached]

Registered Trademarks – United States

<u>Reg. Number</u>	<u>Trademark Name</u>	<u>Reg. Date</u>
746187	AERO-CELLS	05-Mar-1963
3950151	BIOLITE	26-Apr-2011
3149236	CUSTOM POWER	26-Sep-2006
3534422	HITS	18-Nov-2008
4547931	INSITE	10-Jun-2014
4584761	INSITE IMPACT RESPONSE SYSTEM	12-Aug-2014
1362184	M (and Design)	24-Sep-1985
576102	MACGREGOR (stylized)	16-Jun-1953
1331021	MACGREGOR (stylized)	16-Apr-1985
1349370	MACGREGOR (stylized)	16-Jul-1985
1705112	MACGREGOR (stylized)	04-Aug-1992
1324742	MACGREGOR (stylized)	12-Mar-1985
1537482	POWER	02-May-1989
3261862	POWER	10-Jul-2007
1711910	POWER (and Design)	01-Sep-1992
2039625	POWER (and Design)	25-Feb-1997
4115485	PROTECT. PERFORM.	20-Mar-2012
2803601	REVOLUTION	06-Jan-2004
3178953	RIDDELL	05-Dec-2006
3155695	RIDDELL	17-Oct-2006

<u>Reg. Number</u>	<u>Trademark Name</u>	<u>Reg. Date</u>
3178949	RIDDELL	05-Dec-2006
3147250	RIDDELL	26-Sep-2006
3431707	RIDDELL	20-May-2008
5807257	RIDDELL PRECISION FIT	16-Jul-2019
3178950	RIDDELL (Stylized)	05-Dec-2006
3178951	RIDDELL (Stylized)	05-Dec-2006
3178952	RIDDELL (Stylized)	05-Dec-2006
3150366	RIDDELL (Stylized)	03-Oct-2006
4151503	RIP KORD	29-May-2012
4238175	SIDELINE RESPONSE SYSTEM	06-Nov-2012
4509082	SPEED	08-Apr-2014
4729310	SPEEDFLEX	28-Apr-2015
4238174	SRS	06-Nov-2012
1498792	VSR	02-Aug-1988
1868448	WARRIOR	20-Dec-1994
1746487	Z-BAR	12-Jan-1993

Pending Trademark Applications – United States

<u>App. Number</u>	<u>Trademark Name</u>	<u>Filing Date</u>
88/315,262	RIDDELL SPEEDFLEX DIAMOND	25-Feb-2019
88/315,270	RIDDELL SPEEDFLEX PRECISION DIAMOND	25-Feb-2019
90/793,315	AXIOM	24-Jun-2021
90/793,321	RIDDELL AXIOM	24-Jun-2021

Registered Trademarks – Canada

<u>Reg. Number</u>	<u>Trademark Name</u>	<u>Reg. Date</u>
TMA902691	360	04-May-2015
TMA324022	M Script Design	27-Feb-1987
TMA329353	M Script Design	26-Jun-1987
UCA18124	MACGREGOR	16-Jun-1943
TMA430169	POWER	08-Jul-1994
TMA472205	POWER and Design	06-Mar-1997
TMA752756	REVOLUTION	10-Nov-2009
TMA496325	RIDDELL	17-Jun-1998
TMA692986	RIDDELL	30-Jul-2007
TMA1059305	RIDDELL PRECISION	17-Oct-2019
TMA989764	RIDDELL PRECISION FIT	31-Jan-2018
TMA854063	RIP KORD	27-Jun-2013
TMA909497	SPEED	27-July-2015
TMA971150	SPEEDFLEX	17-May-2017

SCHEDULE 1

(continued)
TRADEMARKS

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
RIDDELL AXIOM	90793321	Registered	7139972	8/15/23
AXIOM	90793315	Registered	7134000	8/08/23
RIDDELL SPEEDFLEX DIAMOND	88315262	Registered	7242851	12/12/23