

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1221778

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FANATICS, LLC		05/06/2024	Limited Liability Company: DELAWARE
TOP OF THE WORLD BY FANATICS, LLC		05/06/2024	Limited Liability Company: DELAWARE
STEINER SPORTS MEMORABILIA, LLC		05/06/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT		
Street Address:	101 TRYON STREET		
City:	CHARLOTTE		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	97571576	CAPTIVATING	
Serial Number:	97561309	FANATICS MVP	
Serial Number:	97071202	FANSECURE	
Serial Number:	97501677	STEINER	
Serial Number:	97501682	STEINER SPORTS	
Serial Number:	98208846	BACKSTAGE MERCH A F FANATICS EXPERIENCE	
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:	(800)221-0102		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Khadijah Sampson		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20036		

OP \$165.00.00 97571576

ATTORNEY DOCKET NUMBER:	2366534ks
NAME OF SUBMITTER:	Andrew Hackett
SIGNATURE:	Andrew Hackett
DATE SIGNED:	05/09/2024

Total Attachments: 4

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of May 6, 2024 (this “**Agreement**”), made by Fanatics, LLC, Top of The World By Fanatics, LLC and Steiner Sports Memorabilia, LLC (each, a “**Pledgor**”, and collectively, the “**Pledgors**”), in favor of BANK OF AMERICA, N.A., as administrative agent for the Secured Parties (together with its successors and assigns, in such capacity, the “**Administrative Agent**”).

Reference is made to the Collateral Agreement dated as of April 24, 2019 and amended and restated 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 Administrative 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 Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative 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 Assets, 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 Assets, 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 Administrative Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. Section 9.21 of the Credit Agreement is incorporated herein, mutatis mutandis.

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, LLC
TOP OF THE WORLD BY FANATICS, LLC
STEINER SPORTS MEMORABILIA, LLC


DocuSigned by:
By: Justin Sebastiano
Name: _____
Title: _____

[Signature Page to Notice of Grant of Security Interest in Trademarks]

[[6337409]]


TRADEMARK
REEL: 008425 FRAME: 0603

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: Rashmi Bhatt
Title: Vice President

Schedule I
to Notice of Grant of Security Interest in Trademarks

U.S. Federally Registered or Applied for Trademarks

Owner	Mark Name	Serial Number	Filing Date	Registration Number	Registration Date	Country
Top of The World By Fanatics, LLC	CAPTIVATING	97571576	8/30/2022	7187987	10/10/2023	United States of America
Fanatics, LLC	FANATICS MVP	97561309	8/23/2022	7228323	11/28/2023	United States of America
Fanatics, LLC	FANSECURE	97071202	10/12/2021			United States of America
Steiner Sports Memorabilia, LLC	STEINER	97501677	7/13/2022			United States of America
Steiner Sports Memorabilia, LLC	STEINER SPORTS	97501682	7/13/2022			United States of America
Fanatics, LLC	BACKSTAGE MERCH A FANATICS EXPERIENCE (& design) 	98208846	10/4/2023			United States of America

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