

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI230688

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| SEQUENCE: | 2 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|---|
| TSG Enterprises, LLC | | 05/08/2024 | Limited Liability Company: MASSACHUSETTS |
| TSG-SG Acquisition, LLC | | 05/08/2024 | Limited Liability Company: MASSACHUSETTS |
| TSG-TH Acquisition Co., LLC | | 05/08/2024 | Limited Liability Company: MASSACHUSETTS |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Company Name: | Bank of America, N. A. |
| Street Address: | 100 Federal Street |
| Internal Address: | Apartment 1 |
| City: | Boston |
| State/Country: | MASSACHUSETTS |
| Postal Code: | 02110 |
| Entity Type: | National Banking Association: MASSACHUSETTS |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark |
|-----------------------|----------|-----------------|
| Serial Number: | 98396491 | PURE GOALIE |
| Serial Number: | 98396493 | SPORTSGIANT |
| Serial Number: | 98396503 | SPORTSGIANT.COM |

CORRESPONDENCE DATA

Fax Number: 6174220383
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.

Phone: (617)422-0200
Email: JSS@bostonbusinesslaw.com
Correspondent Name: Yuliya A. Startseva
Address Line 1: 155 Federal Street 9th Floor
Address Line 2: Floor 9
Address Line 4: Boston, MASSACHUSETTS 02110

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Yuliya Startseva |
|---------------------------|------------------|

| | |
|---|------------------|
| SIGNATURE: | Yuliya Startseva |
| DATE SIGNED: | 05/14/2024 |
| Total Attachments: 6 source=First Amendment to Third AR& Intellectual Property Security Agreement EXECUTED#page1.tif source=First Amendment to Third AR& Intellectual Property Security Agreement EXECUTED#page2.tif source=First Amendment to Third AR& Intellectual Property Security Agreement EXECUTED#page3.tif source=First Amendment to Third AR& Intellectual Property Security Agreement EXECUTED#page4.tif source=First Amendment to Third AR& Intellectual Property Security Agreement EXECUTED#page5.tif source=First Amendment to Third AR& Intellectual Property Security Agreement EXECUTED#page6.tif | |

**FIRST AMENDMENT TO THIRD AMENDMENT AND RESTATEMENT OF
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO THIRD AMENDMENT AND RESTATEMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “Amendment”) is made and effective as of May 8, 2024, by TSG Enterprises, LLC, a Massachusetts limited liability company, TSG-SG Acquisition, LLC, a Massachusetts limited liability company, and TSG-TH Acquisition Co., LLC, Massachusetts limited liability company (collectively referred to herein as “Debtor”), in favor of BANK OF AMERICA, N.A., a national banking association with a banking office at 100 Federal Street, Boston, Massachusetts 02110 as agent for itself and the other lenders under the Loan Agreement (as defined below) (together with its successors and assigns, “Secured Party”).

WITNESSETH

WHEREAS, the Debtor is a Borrower under that certain Third Amendment and Restatement of Credit Agreement dated as of October 14, 2022, by and among Debtor, the Guarantors and the Secured Party as Lender, as amended by a certain First Amendment to Third Amendment and Restatement of Credit Agreement, Consent and Release of Guarantor of even date herewith (as amended, the “Loan Agreement”).

WHEREAS, the obligations of the Debtor under the Loan Agreement are further evidenced by a certain First Amendment and Restatement of JPMorgan Chase Bank, N.A. Term Note, a certain First Amendment and Restatement of Bank of America, N.A. Term Note, a certain Fourth Amendment and Restatement of JPMorgan Chase Bank, N.A. Revolving Note and a certain Fourth Amendment and Restatement of Bank of America, N.A. Revolving Note, each of even date herewith (as each may be amended and or restated from time to time, the “Notes”).

WHEREAS, the obligations of the Debtor under the Loan Agreement and the Notes are secured pursuant to that certain Third Amendment and Restatement of Intellectual Property Security Agreement dated as of October 14, 2022 entered into by and between the Debtor and the Secured Party (the “IP Security Agreement”). Capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the IP Security Agreement or, if not defined in the IP Security Agreement, in the Loan Agreement.

WHEREAS, the Debtor has notified the Secured Party of new trademark registrations and applications filed by the Debtor (the “New Trademarks”).

WHEREAS, the Debtor and the Secured Party have agreed to enter into this Amendment to update Schedule C of the IP Security Agreement to include the New Trademarks.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendments to Schedule C. Schedule C of the IP Security Agreement is hereby amended

and restated in its entirety and the new Schedule C, attached to this Amendment as Annex A, is hereby deemed to amend and replace the existing Schedule C of the IP Security Agreement.

2. Reaffirmation; Priority. No other changes are hereby made to the IP Security Agreement, and the Debtor reaffirms its obligations under the IP Security Agreement in their entirety. It is hereby intended that all amounts secured by the IP Security Agreement shall be entitled to a first priority position with respect to the IP Collateral. This Amendment is not intended to extinguish or affect any of the debt secured by the IP Security Agreement or to modify any of the obligations thereunder, except as expressly set forth herein.

3. Representations and Warranties. The Debtor hereby confirms that the representations and warranties set forth in the IP Security Agreement and the other Loan Documents are in all material respects on and as of the date hereof as if made on such date (except to the extent that the same expressly relate to an earlier date or are affected by the consummation of transactions permitted hereby or by the Amendment). The Debtor also represents and warrants, to the best of the Debtor's knowledge, that (a) the Debtor has full power and authority to execute, deliver, and perform its obligations under this Amendment; (b) the execution, delivery, and performance of this Amendment and of any document or instrument executed in connection with this Amendment will not violate any provision of any existing material law or regulation applicable to Debtor, any provision of its governing organizational documents, any order or decree of any court, arbitrator or governmental authority, or any contractual undertaking to which it is a party or by which it may be bound; (c) no consents, licenses, approvals or authorizations of, exemptions by or registrations or filings with, any governmental authority are required with respect to this Amendment or any of the documents or instruments executed in connection herewith; and (d) this Amendment constitutes the legal valid and binding obligations of Debtor, enforceable in accordance with its terms, in the case of each of the foregoing clauses (a) – (d), in all material respects.

4. Governing Law. This Amendment is intended to take effect as a sealed instrument and has been executed or completed and is to be performed in the Commonwealth of Massachusetts, and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the internal laws of the Commonwealth of Massachusetts.

5. Severability. If any provision of this Amendment or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Amendment (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

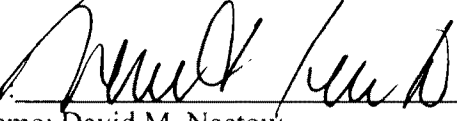
6. Counterparts. This Amendment may be executed by different parties hereto on any number of separate counterparts, each of which, when so executed and delivered, shall be an original, and all such counterparts shall together constitute one and the same instrument.

[Signatures to this Amendment appear on the following page]

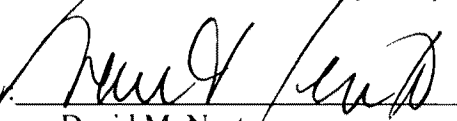
EXECUTED under seal as of the date first written above.

DEBTOR:

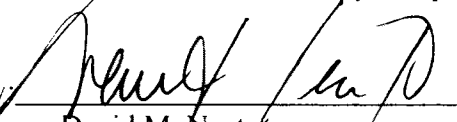
TSG ENTERPRISES, LLC,
a Massachusetts limited liability company

By: 
Name: David M. Nectow
Title: Manager

TSG-SG ACQUISITION, LLC,
a Massachusetts limited liability company

By: 
Name: David M. Nectow
Title: Manager

TSG-TH ACQUISITION CO., LLC,
a Massachusetts limited liability company

By: 
Name: David M. Nectow
Title: Manager

SECURED PARTY:

BANK OF AMERICA, N.A.,

By: _____
Name: Alexander H. Slemrod
Title: Senior Vice President

EXECUTED under seal as of the date first written above.

DEBTOR:

TSG ENTERPRISES, LLC.
a Massachusetts limited liability company

By: _____
Name: David M. Nectow
Title: Manager

TSG-SG ACQUISITION, LLC.
a Massachusetts limited liability company

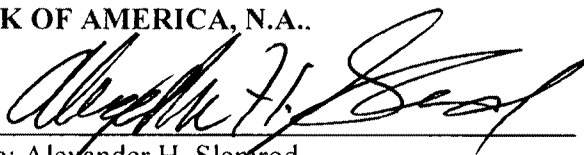
By: _____
Name: David M. Nectow
Title: Manager

TSG-TH ACQUISITION CO., LLC.
a Massachusetts limited liability company

By: _____
Name: David M. Nectow
Title: Manager

SECURED PARTY:

BANK OF AMERICA, N.A..

By: 
Name: Alexander H. Slemrod
Title: Senior Vice President

ANNEX A

SCHEDULE C

TRADEMARK COLLATERAL

1. Unregistered Marks

| | |
|--------------|----------------|
| TOTAL GOALIE | TOTAL LACROSSE |
| HOCKEY GREEN | PLAYER'S BENCH |
| PB ATHLETICS | PB TEAM SALES |
| PB COMMERCE | |

2. Registered Marks /Application for Marks

| Mark | Jurisdiction | Reg. No. / Appl. No. | Status |
|-----------------------|----------------|----------------------|------------|
| CANADA'S HOCKEY GIANT | Canada | TMA 748058 | Registered |
| HOCKEYGIANT | United States | 7,368,452 | Registered |
| HOCKEYGIANT.COM | United States | 7,368,453 | Registered |
| HOCKEYGIANT.COM | Canada | TMA 615678 | Registered |
| PURE | United States | 5,722,547 | Registered |
| PURE GOALIE | Canada | 2,091,944 | Pending |
| PURE GOALIE | European Union | 018434584 | Registered |
| PURE GOALIE | United States | 98/396,491 | Pending |
| PURE HOCKEY | Canada | TMA1092987 | Registered |
| PURE HOCKEY | Canada | TMA1089169 | Registered |
| PURE HOCKEY | European Union | 017865785 | Registered |
| PURE HOCKEY | International | 1408253 | Registered |

| Mark | Jurisdiction | Reg. No. / Appl. No. | Status |
|-----------------------|--------------------------------|----------------------|------------|
| | Registration – Madrid Protocol | | |
| PURE HOCKEY | United States | 2,484,477 | Registered |
| PURE HOCKEY | United States | 2,471,114 | Registered |
| PURE HOCKEY | United States | 3,523,322 | Registered |
| PURE HOCKEY EST. 1994 | United States | 5776292 | Registered |
| SPORTSGIANT | United States | 2,792,337 | Registered |
| SPORTSGIANT | United States | 98/396,493 | Pending |
| SPORTSGIANT.COM | United States | 98/396,503 | Pending |
| SPORTSGIANT.COM | United States | 2,792,336 | Registered |
| TOTAL HOCKEY | Canada | TMA 798994 | Registered |