

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440410

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

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-----------------------------|----------|----------------|-----------------------|
| ATHLETES' PERFORMANCE, INC. | | 08/21/2017 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|--------------------------|---|
| Name: | JPMORGAN CHASE BANK, N.A. |
| Street Address: | 10 South Dearbord, Floor L2, Suite IL1-0480 |
| Internal Address: | Middle Market Servicing |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603-2300 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 30

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 2407488 | ATHLETES' PERFORMANCE |
| Registration Number: | 2407489 | ATHLETES' PERFORMANCE |
| Registration Number: | 3704244 | ATHLETES' PERFORMANCE |
| Registration Number: | 3704248 | ATHLETES' PERFORMANCE |
| Registration Number: | 2428119 | ATHLETES' PERFORMANCE |
| Registration Number: | 2411558 | ATHLETES' PERFORMANCE |
| Registration Number: | 4597198 | BACK TO DUTY. BACK TO LIFE. |
| Registration Number: | 4657575 | COMEBACK INITIATIVE |
| Registration Number: | 3124046 | CORE PERFORMANCE |
| Registration Number: | 3632199 | CORE PERFORMANCE |
| Registration Number: | 3632202 | CORE PERFORMANCE |
| Registration Number: | 3408901 | CORE PERFORMANCE |
| Registration Number: | 4427488 | CP |
| Registration Number: | 5195697 | EVERY DAY IS GAME DAY |
| Registration Number: | 4574575 | EVERY DAY IS GAME DAY. PREPARE FOR IT. F |
| Registration Number: | 4540470 | EVERY DAY IS GAME DAY. PREPARE FOR IT. F |
| Registration Number: | 4748724 | EXOS |
| Registration Number: | 4748729 | EXOS |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|-------------------------------------|
| Registration Number: | 4748730 | EXOS |
| Registration Number: | 5186069 | EXOS |
| Registration Number: | 5186064 | EXOS |
| Registration Number: | 5186063 | EXOS |
| Registration Number: | 3822443 | MINDSET NUTRITION MOVEMENT RECOVERY |
| Registration Number: | 5131315 | PERFORMANCE QUOTIENT |
| Registration Number: | 4627121 | PULSE POWER |
| Registration Number: | 3357213 | THE CORE STORE |
| Registration Number: | 3919769 | |
| Registration Number: | 3919783 | |
| Registration Number: | 3919867 | |
| Registration Number: | 3919761 | |

CORRESPONDENCE DATA

Fax Number: 6023647070

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: 602-364-7000

Email: julie.eslick@bryancave.com

Correspondent Name: BRYAN CAVE LLP

Address Line 1: Two N Central Avenue, Suite 2100

Address Line 2: JULIE A. ESLICK

Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER: 0551742

NAME OF SUBMITTER: Julie A. Eslick

SIGNATURE: /Julie A. Eslick/

DATE SIGNED: 08/23/2017

Total Attachments: 9

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FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of August 21, 2017 by ATHLETES’ PERFORMANCE, INC., a Delaware corporation (the “Grantor”), in favor of JPMorgan Chase Bank, N.A., as administrative agent (together with its successor(s) thereto in such capacity, the “Administrative Agent”), for the ratable benefit of the Lenders (as defined in the Credit Agreement referenced below) (each, a “Secured Party” and, collectively, the “Secured Parties”).

Recitals

A. Grantor, the Lenders (as defined in the Credit Agreement referenced below) and the Administrative Agent have entered into that certain First Amended and Restated Credit Agreement, dated as of the date hereof (together with any amendments, modifications, replacements or substitutions thereof, the “Credit Agreement”), providing for a revolving credit facility and a term credit facility in the initial aggregate maximum principal amount of \$16,100,000.

B. In connection with the Credit Agreement, Grantor has entered into a First Amended and Restated Pledge and Security Agreement, dated as of the date hereof, by and among the Grantor, the Debtors listed on the signature pages thereto and the Administrative Agent, for the ratable benefit of the Secured Parties (as amended, supplemented, amended and restated or otherwise modified from time to time, the “Security Agreement”), pursuant to which Grantor granted the Administrative Agent a security interest in, and a lien on, among other things, the property described in Schedule I hereto.

C. Grantor has determined that it is in its best interests to execute this Agreement for filing with the United States Patent and Trademark Office.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of the Administrative Agent and the ratable benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement, dated as of the date hereof or, if not defined in the Security Agreement, then as defined in the Credit Agreement.

SECTION 2. Grant of Security Interest. As security for the due and punctual payment and performance of the Secured Obligations in full, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise, the Grantor hereby grants to and creates in favor of the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, a continuing first priority Lien on and security interest in and to all of the following property (subject only to the superior priority of certain Permitted Liens), whether now existing or hereafter acquired by the Grantor (collectively, the “Trademark Collateral”):

(a) (i) all of the Grantor's all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including, without limitation, those referred to in Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademarks");

(b) all goodwill of the business connected with the use of and symbolized by the Trademarks;

(c) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(d) all proceeds of, and rights associated with, the foregoing rights described in clauses (a), (b) and (c), including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world;

provided, that, the term "Trademark Collateral" shall not include any U.S. trademark or service mark application, to the extent the security interest granted hereunder would cause the invalidation of such trademark or service mark application, until such time as a statement to allege use (or the equivalent) in respect thereof has been filed with, and accepted by, the United States Patent and Trademark Office; provided, further, that the Trademark Collateral shall include any and all proceeds of the interests described in the foregoing clause to the extent that the assignment or encumbering of such proceeds would not cause such invalidation.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world, and in connection therewith, the Grantor hereby authorizes the Administrative Agent to file this Agreement with all offices deemed necessary by the Administrative Agent (provided that in the case of any such filing outside the United States, the Administrative Agent shall provide Grantor notice of such filing). The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent, for its benefit and the ratable benefit of the Secured Parties, under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.


SECTION 6. 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.

[SIGNATURES ON FOLLOWING PAGE]

This Agreement is executed by the Grantor and Administrative Agent as of the date first set forth above.

GRANTOR:

ATHLETES' PERFORMANCE, INC.

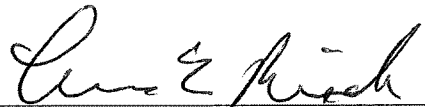
By: 
Name: Dan Burns
Title: Chief Executive Officer

[Signature Pages to First Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 006136 FRAME: 0539

ADMINISTRATIVE AGENT:

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

By: 
Name: Lewis E. Rieck
Title: Executive Director



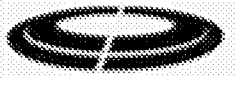
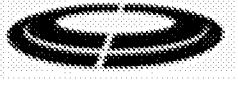
**SCHEDULE I
to Trademark Security Agreement**

Trademarks

| <u>Grantor</u> | <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Serial No.</u> |
|-----------------------------|--------------------|--|-----------------|------------------|-------------------|
| Athletes' Performance, Inc. | US (cl. 42) | ATHLETES' PERFORMANCE | 2407488 | 11/21/00 | 75783425 |
| Athletes' Performance, Inc. | US (cl. 41) | ATHLETES' PERFORMANCE | 2407489 | 11/21/00 | 75783426 |
| Athletes' Performance, Inc. | US (cl. 41, 44) | ATHLETES' PERFORMANCE | 3704244 | 11/03/09 | 77557078 |
| Athletes' Performance, Inc. | US (cl. 41) | ATHLETES' PERFORMANCE | 3704248 | 11/03/09 | 77557153 |
| Athletes' Performance, Inc. | US (cl. 42) | ATHLETES' PERFORMANCE (stylized) | 2428119 | 02/13/01 | 75783059 |
| Athletes' Performance, Inc. | US (cl. 41) | ATHLETES' PERFORMANCE (stylized) | 2411558 | 12/05/00 | 75783060 |
| Athletes' Performance, Inc. | US (cl. 41, 44) | BACK TO DUTY BACK TO LIFE | 4597198 | 09/02/14 | 86188641 |
| Athletes' Performance, Inc. | US (cl. 41, 44) | COMEBACK INITIATIVE | 4657575 | 12/16/14 | 86132139 |

| <u>Grantor</u> | <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Serial No.</u> |
|-----------------------------|---------------------------|--|-----------------|------------------|-------------------|
| Athletes' Performance, Inc. | US (cl. 41, 44) | CORE PERFORMANCE | 3124046 | 08/01/06 | 76590330 |
| Athletes' Performance, Inc. | US (cl. 16) | CORE PERFORMANCE | 3632199 | 06/02/09 | 77266908 |
| Athletes' Performance, Inc. | US (cl. 41) | CORE PERFORMANCE | 3632202 | 06/02/09 | 77267095 |
| Athletes' Performance, Inc. | US (cl. 25) | CORE PERFORMANCE | 3408901 | 04/08/08 | 77268101 |
| Athletes' Performance, Inc. | US (cl. 41, 44) | CP | 4427488 | 11/05/13 | 85667240 |
| Athletes' Performance, Inc. | State of Nevada | CP | N/A | 03/30/12 | N/A |
| Athletes' Performance, Inc. | US (cl 41) | EVERY DAY IS GAME DAY | 5195697 | 05/02/17 | 87202946 |
| Athletes' Performance, Inc. | US (cl. 25, 41, 44) | EVERY DAY IS GAME DAY. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT. | 4574575 | 07/09/14 | 85951999 |

| <u>Grantor</u> | <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Serial No.</u> |
|-----------------------------|--------------------|--|-----------------|------------------|-------------------|
| Athletes' Performance, Inc. | US (cl. 16) | EVERY DAY IS GAME DAY. PREPARE FOR IT. FUEL FOR IT. TRAIN FOR IT. REST FOR IT. | 4540470 | 05/27/14 | 86011507 |
| Athletes' Performance, Inc. | US (cl. 41, 44) | EXOS | 4748724 | 06/02/15 | 86065085 |
| Athletes' Performance, Inc. | US (cl. 05) | EXOS | 4748729 | 06/02/15 | 86067505 |
| Athletes' Performance, Inc. | US (cl. 18) | EXOS | 4748730 | 06/02/15 | 86067511 |
| Athletes' Performance, Inc. | US (cl. 09) | EXOS | 5186069 | 04/18/17 | 87169014 |
| Athletes' Performance, Inc. | US (cl. 25) | EXOS | 5186064 | 04/18/17 | 87168995 |
| Athletes' Performance, Inc. | US (cl. 16) | EXOS | 5186063 | 04/18/17 | 87168987 |

| <u>Grantor</u> | <u>Country</u> | <u>Mark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> | <u>Serial No.</u> |
|-----------------------------|--------------------|---|-----------------|------------------|-------------------|
| Athletes' Performance, Inc. | US (cl. 41, 44) | MINDEST NUTRITION MOVEMENT RECOVERY | 3822443 | 07/20/10 | 77475375 |
| Athletes' Performance, Inc. | US (cl. 41, 44) | PERFORMANCE QUOTIENT | 5131315 | 01/31/17 | 86823741 |
| Athletes' Performance, Inc. | US (cl. 44) | PULSE POWER | 4627121 | 10/28/14 | 85952008 |
| Athletes' Performance, Inc. | US (cl. 35) | THE CORE STORE | 3357213 | 10/18/07 | 78603612 |
| Athletes' Performance, Inc. | US (cl. 41) |  | 3919769 | 02/15/11 | 85077008 |
| Athletes' Performance, Inc. | US (cl. 44) |  | 3919783 | 02/15/11 | 85077196 |
| Athletes' Performance, Inc. | US (cl. 25) |  | 3919867 | 02/15/11 | 85083152 |
| Athletes' Performance, Inc. | US (cl. 28) |  | 3919761 | 02/15/11 | 85076910 |