

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM478250

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RIDDELL, INC.		06/15/2018	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	BMO HARRIS BANK N.A., AS ADMINISTRATIVE AGENT		
Street Address:	115 S. LASALLE STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 32			
Property Type	Number	Word Mark	
Registration Number:	4729310	SPEEDFLEX	
Registration Number:	4493644	RIDDELL 360	
Registration Number:	4509082	SPEED	
Registration Number:	4347599	PHANTOM	
Registration Number:	4151503	RIP KORD	
Registration Number:	4547931	INSITE	
Registration Number:	4584761	INSITE IMPACT RESPONSE SYSTEM	
Registration Number:	4238174	SRS	
Registration Number:	4238175	SIDELINE RESPONSE SYSTEM	
Registration Number:	3950151	BIOLITE	
Registration Number:	4115485	PROTECT. PERFORM.	
Registration Number:	3534422	HITS	
Registration Number:	3178949	RIDDELL	
Registration Number:	3178950	RIDDELL	
Registration Number:	3178951	RIDDELL	
Registration Number:	3178952	RIDDELL	
Registration Number:	3150366	RIDDELL	
Registration Number:	3431707	RIDDELL	
Registration Number:	3155695	RIDDELL	

CH \$815.00 4729310

Property Type	Number	Word Mark
Registration Number:	3178953	RIDDELL
Registration Number:	3147250	RIDDELL
Registration Number:	3149236	CUSTOM POWER
Registration Number:	3261862	POWER
Registration Number:	2803601	REVOLUTION
Registration Number:	2039625	POWER
Registration Number:	1711910	POWER
Registration Number:	1868448	WARRIOR
Registration Number:	1746487	Z-BAR
Registration Number:	1498792	VSR
Registration Number:	1537482	POWER
Registration Number:	0746187	AERO-CELLS
Registration Number:	0662126	KRA-LITE

CORRESPONDENCE DATA

Fax Number:

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: 312-577-8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	207545-00138
NAME OF SUBMITTER:	HUMBERTO AQUINO
SIGNATURE:	/HUMBERTO AQUINO/
DATE SIGNED:	06/15/2018

Total Attachments: 4

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GRANT OF A SECURITY INTEREST --TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 15, 2018, by RIDDELL, INC., an Illinois corporation ("Grantor"), in favor of BMO HARRIS BANK N.A., in its capacity as Administrative Agent for itself and the other Credit Parties (together with its successors and assigns in such capacity, "Grantee").

WHEREAS, the Grantor is record owner of trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated as of the date hereof (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Credit Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof other than to the extent constituting Excluded Assets, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof and all proceeds thereof, other than to the extent constituting Excluded Assets (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Credit Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

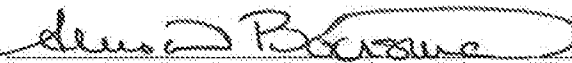
The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

RIDDELL, INC.


By: 

Name: Allison Boersma

Title: Chief Financial Officer

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: 
Name: Michael A. Hong
Title: Vice President

[Signature Page to Trademark Security Agreement (Riddell, Inc.)]

TRADEMARK
REEL: 006354 FRAME: 0133

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date	Grantor
SPEEDFLEX	86975972	2/7/14	4729310	4/28/15	Riddell, Inc.
RIDDELL 360	85832378	1/25/13	4493644	3/11/14	Riddell, Inc.
SPEED	85826035	1/17/13	4509082	4/8/14	Riddell, Inc.
PHANTOM	85529488	1/31/12	4347599	6/4/13	Riddell, Inc.
RIP KORD	85311324	5/3/11	4151503	5/29/12	Riddell, Inc.
INSITE	85311341	5/3/11	4547931	6/10/14	Riddell, Inc.
INSITE IMPACT RESPONSE SYSTEM	85311349	5/3/11	4584761	8/12/14	Riddell, Inc.
SRS	85099096	8/3/10	4238174	11/6/12	Riddell, Inc.
SIDELINE RESPONSE SYSTEM	85099101	8/3/10	4238175	11/6/12	Riddell, Inc.
BIOLITE	85002907	3/31/10	3950151	4/26/11	Riddell, Inc.
PROTECT. PERFORM.	77950386	3/4/10	4115485	3/20/12	Riddell, Inc.
HITS	76634393	3/25/05	3534422	11/18/08	Riddell, Inc.
RIDDELL	76633738	3/18/05	3178949	12/5/06	Riddell, Inc.
RIDDELL	76633739	3/18/05	3178950	12/5/06	Riddell, Inc.
RIDDELL	76633740	3/18/05	3178951	12/5/06	Riddell, Inc.
RIDDELL	76633741	3/18/05	3178952	12/5/06	Riddell, Inc.
RIDDELL	76633743	3/18/05	3150366	10/3/06	Riddell, Inc.
RIDDELL	76633759	3/18/05	3431707	5/20/08	Riddell, Inc.
RIDDELL	76633760	3/18/05	3155695	10/17/06	Riddell, Inc.
RIDDELL	76633762	3/18/05	3178953	12/5/06	Riddell, Inc.
RIDDELL	76633764	3/18/05	3147250	9/26/06	Riddell, Inc.
CUSTOM POWER	76614743	10/4/04	3149236	9/26/06	Riddell, Inc.
POWER	78332795	11/25/03	3261862	7/10/07	Riddell, Inc.
REVOLUTION	78118109	3/28/02	2803601	1/6/04	Riddell, Inc.
POWER	74560301	8/12/94	2039625	2/25/97	Riddell, Inc.
POWER	74200023	9/3/91	1711910	9/1/92	Riddell, Inc.
WARRIOR	74200077	9/3/91	1868448	12/20/94	Riddell, Inc.
Z-BAR	74181430	7/1/91	1746487	1/12/93	Riddell, Inc.
VSR	73701050	12/14/87	1498792	8/2/88	Riddell, Inc.
POWER	73686094	9/24/87	1537482	5/2/89	Riddell, Inc.
AERO-CELLS	72137561	2/8/62	0746187	3/5/63	Riddell, Inc.
KRA-LITE	72037293	9/16/57	0662126	5/27/58	Riddell, Inc.