

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484881

| | | | |
|-----------------------------------|--------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Kranos IP Corporation | | 04/30/2018 | Corporation: DELAWARE |
| Kranos IP II Corporation | | 04/30/2018 | Corporation: DELAWARE |
| Kranos IP III Corporation | | 04/30/2018 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Israel Discount Bank, as Agent | | |
| Street Address: | 511 Fifth Avenue | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10017 | | |
| Entity Type: | Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 30 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3199778 | ADVANTAGE | |
| Registration Number: | 3413542 | DNA | |
| Registration Number: | 2784267 | AIR | |
| Registration Number: | 3101520 | DNA | |
| Registration Number: | 2722240 | RECRUIT | |
| Registration Number: | 2597593 | SCHUTT | |
| Registration Number: | 2697148 | ADVANTAGE | |
| Registration Number: | 993757 | FULL-CAGE | |
| Registration Number: | 2554553 | S | |
| Registration Number: | 2130753 | TUFF-PLAY | |
| Registration Number: | 2219998 | HOLLYWOOD BASES | |
| Registration Number: | 1924733 | PREP | |
| Registration Number: | 2049877 | AIR VARSITY | |
| Registration Number: | 1924734 | BULLY | |
| Registration Number: | 1932194 | GOLD-POINT | |
| Registration Number: | 1814485 | ARMORGUARD | |
| Registration Number: | 1636239 | JACK CORBETT | |

OP \$765.00 3199778

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 1552105 | AIR |
| Registration Number: | 1374032 | SCHUTT S |
| Registration Number: | 1323501 | PRO-AIR |
| Registration Number: | 1037930 | PERMA-LACE |
| Registration Number: | 907905 | SUPER-PRO |
| Registration Number: | 1634240 | HOLLYWOOD IMPACT |
| Registration Number: | 4377191 | VENGEANCE |
| Registration Number: | 1215983 | BOLCO |
| Registration Number: | 1855839 | N |
| Registration Number: | 2042659 | ADAMS |
| Registration Number: | 3730771 | TRACE |
| Registration Number: | 3774112 | BUCKS |
| Registration Number: | 4000181 | NEUMANN |

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 6142803566

Email: james.murray@wolterskluwer.com

Correspondent Name: James Murray

Address Line 1: 4400 Easton Commons Way, Suite 125

Address Line 4: Columbus, OHIO 43219

| | |
|---------------------------|------------------|
| NAME OF SUBMITTER: | Gloria Sheehan |
| SIGNATURE: | /Gloria Sheehan/ |
| DATE SIGNED: | 08/06/2018 |

Total Attachments: 9
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ADDITIONAL NAMES OF CONVEYING PARTIES
TO TRADEMARK SECURITY AGREEMENT

Kranos IP II Corporation Corporation DE

Kranos IP III Corporation Corporation DE

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Trademark Security Agreement"), dated as of April 30, 2018, is made by KRANOS IP CORPORATION, a Delaware corporation ("Kranos IP"), KRANOS IP II CORPORATION, a Delaware corporation ("Kranos IP II"), KRANOS IP III CORPORATION, a Delaware corporation ("Kranos IP III"); and together with Kranos IP and Kranos IP II, collectively, the "Grantors") in favor of Israel Discount Bank of New York (the "Agent"), located at 511 Fifth Avenue, New York, New York 10017, as agent for the secured parties under the Credit Agreement referred to below (the "Secured Parties").

WHEREAS, MAN IN THE ARENA, INC., a Delaware corporation, KRANOS HOLDING CORPORATION, a Delaware corporation, KRANOS INTERMEDIATE HOLDING CORPORATION, a Delaware corporation, KRANOS ACQUISITION CORPORATION, a Delaware corporation, KRANOS CORPORATION, a Delaware corporation, KRANOS RE CORPORATION, a Delaware corporation, KRANOS IP, KRANOS IP II, and KRANOS IP III have entered into a Credit and Security Agreement, dated as of April 30, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time the "Credit Agreement"), with the Agent and the lenders (the "Lenders") party thereto; and

WHEREAS, under the terms of the Credit Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this Trademark Security Agreement, for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees with the Agent as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and to all of the right, title and interest of such Grantor in, to and under the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "Trademark Collateral"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all extensions and renewals thereof (collectively, the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that and solely during the period in which the grant of a security interest therein would impair, under applicable federal law, the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Security Agreement upon request by the Agent.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement, which is hereby incorporated by reference. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Credit Agreement and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law; Venue; Jury Trial.

(a) **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK BUT EXCLUDING ANY PRINCIPLES OF CONFLICTS OF LAW OR OTHER RULE OF LAW THAT WOULD CAUSE THE APPLICATION OF THE LAW OF ANY JURISDICTION OTHER THAN THE LAWS OF THE STATE OF NEW YORK.**

(b) EACH PARTY HERETO IRREVOCABLY CONSENTS AND SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK, NEW YORK COUNTY AND THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, WHICHEVER AGENT MAY ELECT, AND WAIVES ANY OBJECTION BASED ON VENUE OR FORUM NON CONVENIENS WITH RESPECT TO ANY ACTION INSTITUTED THEREIN ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR

RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE, AND AGREES THAT ANY DISPUTE WITH RESPECT TO ANY SUCH MATTERS SHALL BE HEARD ONLY IN THE COURTS DESCRIBED ABOVE (EXCEPT THAT AGENT SHALL HAVE THE RIGHT TO BRING ANY ACTION OR PROCEEDING AGAINST ANY GRANTOR OR ITS PROPERTY IN THE COURTS OF ANY OTHER JURISDICTION WHICH AGENT DEEMS NECESSARY OR APPROPRIATE IN ORDER TO REALIZE OR TO COLLATERAL OR TO OTHERWISE ENFORCE ITS RIGHTS AGAINST ANY GRANTOR OR ITS OR THEIR PROPERTY).

(c) EACH GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL (RETURN RECEIPT REQUESTED) DIRECTED TO ITS ADDRESS SET FORTH IN THE CREDIT AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO DEPOSITED IN THE U.S. MAILED, OR, AT AGENT'S OPTION, BY SERVICE UPON SUCH GRANTOR IN ANY OTHER MANNER PROVIDED UNDER THE RULES OF ANY SUCH COURTS. WITHIN THIRTY (30) DAYS AFTER SUCH SERVICE, GRANTORS SHALL APPEAR IN ANSWER TO SUCH PROCESS, FAILING WHICH GRANTORS SHALL BE DEEMED IN DEFAULT AND JUDGMENT MAY BE ENTERED BY AGENT AGAINST GRANTORS FOR THE AMOUNT OF THE CLAIM AND OTHER RELIEF REQUESTED.

(d) EACH OF THE PARTIES HERETO HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS TRADEMARK SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO IN RESPECT OF THIS TRADEMARK SECURITY AGREEMENT OR THE TRANSACTIONS RELATED HERETO WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. EACH OF THE PARTIES HERETO HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT ANY PARTY TO THIS TRADEMARK SECURITY AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

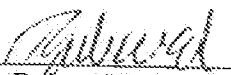
[Signature page follows]

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

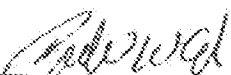
KRANOS IP CORPORATION

By: 
Name: Robert W. Erb, Jr.
Title: Chief Executive Officer

KRANOS IP II CORPORATION

By: 
Name: Robert W. Erb, Jr.
Title: Chief Executive Officer

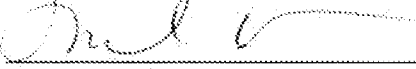
KRANOS IP III CORPORATION

By: 
Name: Robert W. Erb, Jr.
Title: Chief Executive Officer

[Trademark Security Agreement]

Agreed to and accepted:

ISRAEL DISCOUNT BANK OF NEW
YORK, as Agent

By: 

Name: Michael Kerneklian
Title: Senior Vice President

By: 

Name: Barry Solomon
Title: First Vice President

{Trademark Security Agreement}

SCHEDULE 1
TRADEMARK REGISTRATIONS AND APPLICATIONS¹

Registered Trademarks Owned By Kranos IP Corporation

| Trademark | Country | Status | Serial Number | Registration Number | Registration Date |
|------------------|----------------|---------------|----------------------|----------------------------|--------------------------|
| ADVANTAGE | United States | Registered | 78690087 | 3199778 | 1/16/2007 |
| DNA | United States | Registered | 78979060 | 3413542 | 4/15/2008 |
| AIR | United States | Registered | 78150931 | 2784267 | 11/18/2003 |
| DNA | United States | Registered | 78287997 | 3101520 | 6/6/2006 |
| RECRUIT | United States | Registered | 76264919 | 2722240 | 6/3/2003 |
| SCHUTT | United States | Registered | 76237196 | 2597593 | 7/23/2002 |
| ADVANTAGE | United States | Registered | 76232753 | 2697148 | 3/18/2003 |
| FULL-CAGE | United States | Registered | 72449449 | 993757 | 9/24/1974 |
| S | United States | Registered | 75655497 | 2554553 | 4/2/2002 |
| TUFF-PLAY | United States | Registered | 75271342 | 2130753 | 1/20/1998 |
| HOLLYWOOD BASES | United States | Registered | 75268048 | 2219998 | 1/26/1999 |
| PREP | United States | Registered | 74474864 | 1924733 | 10/3/1995 |
| AIR VARSITY | United States | Registered | 74713065 | 2049877 | 4/1/1997 |
| BULLY | United States | Registered | 74474865 | 1924734 | 10/3/1995 |
| GOLD-POINT | United States | Registered | 74474861 | 1932194 | 10/31/1995 |
| ARMORGUARD | United States | Registered | 74277410 | 1814485 | 12/28/1993 |
| JACK CORBETT | United States | Registered | 74055033 | 1636239 | 2/26/1991 |
| AIR | United States | Registered | 73770119 | 1552105 | 8/15/1989 |
| SCHUTT S | United States | Registered | 73537034 | 1374032 | 12/3/1985 |

¹ To be confirmed by Grantors' counsel.

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|------------------|---------------|------------|----------|---------|-----------|
| PRO-AIR | United States | Registered | 73486336 | 1323501 | 3/5/1985 |
| PERMA-LACE | United States | Registered | 73061170 | 1037930 | 4/13/1976 |
| SUPER-PRO | United States | Registered | 72312504 | 907905 | 2/16/1971 |
| HOLLYWOOD IMPACT | United States | Registered | 74055028 | 1634240 | 2/5/1991 |
| VENGEANCE | United States | Pending | 85479431 | 4377191 | 7/30/2013 |

Registered Trademarks Owned By Kranos IP III Corporation

| Grantor | Country | Mark | Application/ Registration No. | App/Reg Date |
|---------------------------|---------------|-----------|---|--|
| Kranos IP III Corporation | United States | Bolco | App. No. 73/259,014 Reg. No. 1,215,983 | App. Date April 21, 1980 Reg. Date November 9, 1982 |
| Kranos IP III Corporation | United States | N(design) | App. No. 74/370,872 Reg. No. 1,855,839 | App. Date March 23, 1993 Reg. Date September 27, 1994 |
| Kranos IP III Corporation | United States | Adams | App. No. 74/625339 Reg. No. 2,042,659 | App. Date January 25, 1995 Reg. Date March 11, 1997 |
| Kranos IP III Corporation | United States | Trace | App. No. 77/676171 Reg. No. 3,730,771 | App. Date February 23, 2009 Reg. Date December 29, 2009 |
| Kranos IP III Corporation | United States | Bucks | App. No. 77/676873 Reg. No. 3,774,112 | App. Date February 24, 2009 Reg. Date April 13, 2010 |
| Kranos IP III Corporation | United States | Neumann | App. No. 77/676862 Reg. No. 4,000,181 | App. Date February 24, 2009 Reg. Date July 26, 2011 |