

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM629838

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RIDDELL, INC.		01/28/2021	Corporation: ILLINOIS
MACMARK CORPORATION		01/28/2021	Corporation: DELAWARE
RIDMARK CORPORATION		01/28/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	BMO HARRIS BANK N.A.
Street Address:	111 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	0746187	AERO-CELLS
Registration Number:	3950151	BIOLITE
Registration Number:	3149236	CUSTOM POWER
Registration Number:	3534422	HITS
Registration Number:	4547931	INSITE
Registration Number:	4584761	INSITE IMPACT RESPONSE SYSTEM
Registration Number:	1362184	M
Registration Number:	0576102	MACGREGOR
Registration Number:	1331021	MACGREGOR
Registration Number:	1349370	MACGREGOR
Registration Number:	1705112	MACGREGOR
Registration Number:	1324742	MACGREGOR
Registration Number:	1537482	POWER
Registration Number:	3261862	POWER
Registration Number:	1711910	POWER
Registration Number:	2039625	POWER

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Property Type	Number	Word Mark
Registration Number:	4115485	PROTECT. PERFORM.
Registration Number:	2803601	REVOLUTION
Registration Number:	3178953	RIDDELL
Registration Number:	3155695	RIDDELL
Registration Number:	3178949	RIDDELL
Registration Number:	3147250	RIDDELL
Registration Number:	3431707	RIDDELL
Registration Number:	5807257	RIDDELL PRECISION FIT
Registration Number:	3178950	RIDDELL
Registration Number:	3178951	RIDDELL
Registration Number:	3178952	RIDDELL
Registration Number:	3150366	RIDDELL
Registration Number:	4151503	RIP KORD
Registration Number:	4238175	SIDELINE RESPONSE SYSTEM
Registration Number:	4509082	SPEED
Registration Number:	4729310	SPEEDFLEX
Registration Number:	4238174	SRS
Registration Number:	1498792	VSR
Registration Number:	1868448	WARRIOR
Registration Number:	1746487	Z-BAR
Serial Number:	88315262	RIDDELL SPEEDFLEX DIAMOND
Serial Number:	88315270	RIDDELL SPEEDFLEX PRECISION DIAMOND

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7798

Email: ablekhman@vedderprice.com

Correspondent Name: Aida Blekhman

Address Line 1: Vedder Price P.C.

Address Line 2: 222 North LaSalle Street, Suite 2500

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40870.00.0194 J. Helmrick
NAME OF SUBMITTER:	Aida Blekhman
SIGNATURE:	/Aida Blekhman/
DATE SIGNED:	03/04/2021

Total Attachments: 7

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this “*Trademark Security Agreement*”) is made as of January 28, 2021, by each of the entities listed in Schedule A hereto (each a “*Grantor*” and collectively the “*Grantors*”), 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, each Grantor is record owner of trademarks and service marks as listed on the attached Schedule B, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “*Trademarks*”);

WHEREAS, each Grantor has entered into a Pledge and Security Agreement, dated January 28, 2021 (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, each 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 such 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, 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.

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, each 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.

Each 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.

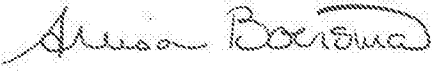
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart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

[Remainder of page intentionally left blank]

(Signature Page to Trademark Security Agreement)

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., an Illinois corporation

By: 

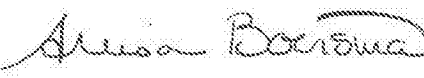
Name: Allison Boersma

Title: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

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.

RIDMARK CORPORATION, a Delaware corporation

By: 

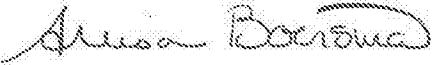
Name: Allison Boersma

Title: Chief Financial Officer

(Signature Page to Trademark Security Agreement)

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.

MACMARK CORPORATION, a
Delaware corporation

By: 

Name: Allison Boersma
Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

The Grantors:

1. Riddell, Inc.
2. Ridmark Corporation
3. MacMark Corporation

SCHEDULE B TO GRANT OF A SECURITY INTEREST

Registered Trademarks – United States

<u>Reg. Number</u>	<u>Trademark Name</u>	<u>Reg. Date</u>	<u>Current Owner</u>
746187	AERO-CELLS	05-Mar-1963	Riddell, Inc.
3950151	BIOLITE	26-Apr-2011	Riddell, Inc.
3149236	CUSTOM POWER	26-Sep-2006	Riddell, Inc.
3534422	HITS	18-Nov-2008	Riddell, Inc.
4547931	INSITE	10-Jun-2014	Riddell, Inc.
4584761	INSITE IMPACT RESPONSE SYSTEM	12-Aug-2014	Riddell, Inc.
1362184	M (and Design)	24-Sep-1985	Macmark Corporation
576102	MACGREGOR (stylized)	16-Jun-1953	Macmark Corporation
1331021	MACGREGOR (stylized)	16-Apr-1985	Macmark Corporation
1349370	MACGREGOR (stylized)	16-Jul-1985	Macmark Corporation
1705112	MACGREGOR (stylized)	04-Aug-1992	Macmark Corporation
1324742	MACGREGOR (stylized)	12-Mar-1985	Macmark Corporation
1537482	POWER	02-May-1989	Riddell, Inc.
3261862	POWER	10-Jul-2007	Riddell, Inc.
1711910	POWER (and Design)	01-Sep-1992	Riddell, Inc.
2039625	POWER (and Design)	25-Feb-1997	Riddell, Inc.
4115485	PROTECT. PERFORM.	20-Mar-2012	Riddell, Inc.
2803601	REVOLUTION	06-Jan-2004	Riddell, Inc.
3178953	RIDDELL	05-Dec-2006	Riddell, Inc.
3155695	RIDDELL	17-Oct-2006	Riddell, Inc.
3178949	RIDDELL	05-Dec-2006	Riddell, Inc.
3147250	RIDDELL	26-Sep-2006	Riddell, Inc.
3431707	RIDDELL	20-May-2008	Riddell, Inc.
5807257	RIDDELL PRECISION FIT	16-Jul-2019	Riddell, Inc.
3178950	RIDDELL (Stylized)	05-Dec-2006	Riddell, Inc.
3178951	RIDDELL (Stylized)	05-Dec-2006	Riddell, Inc.
3178952	RIDDELL (Stylized)	05-Dec-2006	Riddell, Inc.

<u>Reg. Number</u>	<u>Trademark Name</u>	<u>Reg. Date</u>	<u>Current Owner</u>
3150366	RIDDELL (Stylized)	03-Oct-2006	Riddell, Inc.
4151503	RIP KORD	29-May-2012	Riddell, Inc.
4238175	SIDELINE RESPONSE SYSTEM	06-Nov-2012	Riddell, Inc.
4509082	SPEED	08-Apr-2014	Riddell, Inc.
4729310	SPEEDFLEX	28-Apr-2015	Riddell, Inc.
4238174	SRS	06-Nov-2012	Riddell, Inc.
1498792	VSR	02-Aug-1988	Ridmark Corporation
1868448	WARRIOR	20-Dec-1994	Riddell, Inc.
1746487	Z-BAR	12-Jan-1993	Riddell, Inc.

Pending Trademark Applications – United States

<u>App. Number</u>	<u>Trademark Name</u>	<u>Filing Date</u>	<u>Current Owner</u>
88/315,262	RIDDELL SPEEDFLEX DIAMOND	25-Feb-2019	Riddell, Inc.
88/315,270	RIDDELL SPEEDFLEX PRECISION DIAMOND	25-Feb-2019	Riddell, Inc.