

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM694625

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAT WORLD, INC.		12/14/2021	Corporation: MINNESOTA
FANZZ GEAR, INC.		12/14/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	4 CMC, CIB DMO WLO, Mail Code NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5481416	EMBROIDIGRAPH	
Registration Number:	3908768	FAN OUTFITTERS	
Registration Number:	2271729	HAT SHACK	
Registration Number:	2335089	HAT WORLD	
Registration Number:	2264964	HW HAT WORLD	
Registration Number:	2899961	HS HAT SHACK	
Registration Number:	2718326	L	
Registration Number:	2434043	L	
Registration Number:	4240525	LIDS	
Registration Number:	2174170	LIDS	
Registration Number:	4240526	LIDS	
Registration Number:	3565985	LIDS KIDS	
Registration Number:	4339567	LIDS LOCKER ROOM	
Registration Number:	4339568	LIDS LOCKER ROOM	
Registration Number:	4548426	LOCKER ROOM BY LIDS	
Registration Number:	5520771	PROPER CAUSE	
Registration Number:	3292529	SPORTS FAN-ATTIC	
Registration Number:	1948751	THE HAT ZONE	

OP \$540.00 5481416

Property Type	Number	Word Mark
Registration Number:	4999455	FANZZ FANZZ.COM GAME DAY. EVERY DAY.
Registration Number:	4687364	JUST SPORTS
Registration Number:	4846250	F FANZZ SPORTS FAN STORE

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
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SIGNATURE:	/Elaine Carrera/
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DATE SIGNED:	12/14/2021
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Total Attachments: 7

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of December 14, 2021 (this “**Agreement**”), made by HAT WORLD, INC., a Minnesota corporation, and FANZZ GEAR, INC., a Delaware Corporation (each a “**Pledgor**” , and collectively, the “**Pledgors**”), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (together with its successors and assigns, in such capacity, the “**Collateral Agent**”).

Reference is made to the Collateral Agreement dated as of December 14, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Collateral Agreement**”), among the Pledgors, the other pledgors party thereto and the Collateral Agent. The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement. All terms defined in the Uniform Commercial Code and not defined in this Agreement or the Collateral Agreement have the meanings specified therein. The rules of construction specified in Section 1.1(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. **Grant of Security Interest.** As security for the payment or performance when due (whether at the stated maturity, by acceleration or otherwise), as the case may be, in full of the Secured Obligations, each Pledgor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of such Pledgor’s right, title and interest in, to and under any and all of the following assets and properties (whether now owned or hereafter acquired) (collectively, but excluding any Excluded Property, the “**IP Collateral**”): all Trademarks of the United States of America, including those listed on Schedule I; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any Excluded Property, including, without limitation, any “intent-to-use” Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto,, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of such Pledgor’s right, title or interest therein or in any Trademark issued as a result of such application under applicable federal law.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original. The words “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global

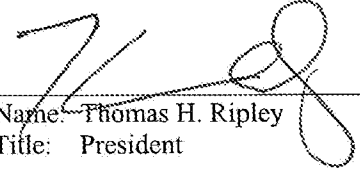
and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

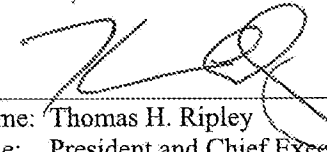
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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

HAT WORLD, INC.

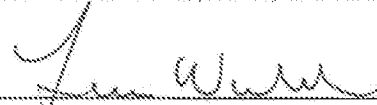
By: 
Name: Thomas H. Ripley
Title: President

FANZZ GEAR, INC.

By: 
Name: Thomas H. Ripley
Title: President and Chief Executive Officer

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

By:



Name: Laura Woodward




Title: Vice President






[Signature Page to Notice of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007529 FRAME: 0139

Schedule I to the
Notice of Grant of Security Interest in Trademarks

U.S. Federally Registered or Applied for Trademarks

Owner	Mark Name	Serial No. Filing Date	Reg. No. Reg. Date	Country
Hat World, Inc.	EMBROIDIGRAPH	86728150 Aug 18, 2015	5481416 May 29, 2018	United States of America
Hat World, Inc.	FAN OUTFITTERS	77779527 Jul 13, 2009	3908768 Jan 18, 2011	United States of America
Hat World, Inc.	HAT SHACK	75426122 Jan 30, 1998	2271729 Aug 24, 1999	United States of America
Hat World, Inc.	HAT WORLD	75605166 Dec 14, 1998	2335089 Mar 28, 2000	United States of America
Hat World, Inc.	HW HAT WORLD & Design 	75517097 Jul 10, 1998	2264964 Jul 27, 1999	United States of America
Hat World, Inc.	HS HAT SHACK & Design 	78325602 Nov 10, 2003	2899961 Nov 2, 2004	United States of America
Hat World, Inc.	L in Circle Design 	75725787 Jun 9, 1999	2718326 May 27, 2003	United States of America
Hat World, Inc.	L in Circle Design 	75626873 Jan 25, 1999	2434043 Mar 6, 2001	United States of America
Hat World, Inc.	LIDS	85433839 Sep 28, 2011	4240525 Nov 13, 2012	United States of America
Hat World, Inc.	LIDS (Stylized) 	75038718 Dec 29, 1995	2174170 Jul 21, 1998	United States of America
Hat World, Inc.	LIDS (Stylized) 	85433852 Sep 28, 2011	4240526 Nov 13, 2012	United States of America

Owner	Mark Name	Serial No. Filing Date	Reg. No. Reg. Date	Country
Hat World, Inc.	LIDS KIDS	78852686 Apr 3, 2006	3565985 Jan 20, 2009	United States of America
Hat World, Inc.	LIDS LOCKER ROOM	85512475 Jan 10, 2012	4339567 May 21, 2013	United States of America
Hat World, Inc.	LIDS LOCKER ROOM & Design 	85512478 Jan 10, 2012	4339568 May 21, 2013	United States of America
Hat World, Inc.	LOCKER ROOM BY LIDS	85749355 Oct 9, 2012	4548426 Jun 10, 2014	United States of America
Hat World, Inc.	PROPER CAUSE	87462592 May 24, 2017	5520771 Jul 17, 2018	United States of America
Hat World, Inc.	SPORTS FAN-ATTIC & Design 	76128445 Sep 15, 2000	3292529 Sep 18, 2007	United States of America
Hat World, Inc.	THE HAT ZONE & Design 	74623453 Jan 20, 1995	1948751 Jan 16, 1996	United States of America
Fanzz Gear, Inc.		86/586,651	4,999,455	United States of America
Fanzz Gear, Inc.	JUST SPORTS	86/245,721	4,687,364	United States of America
Fanzz Gear, Inc.		85/438,146	4,846,250	United States of America