

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5703814

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
FRANKLIN SPORTS, INC.	02/21/2019
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	100 FEDERAL STREET
<b>City:</b>	BOSTON
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>PROPERTY NUMBERS Total: 9</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	8734274
Patent Number:	9220965
Patent Number:	10111477
Patent Number:	D716046
Patent Number:	D809083
Patent Number:	D779602
Patent Number:	D785450
Application Number:	15235331
Application Number:	15833880
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(888)325-9172
<i>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.</i>	
<b>Phone:</b>	617-239-0567
<b>Email:</b>	carla.hines@lockelord.com
<b>Correspondent Name:</b>	CARLA HINES
<b>Address Line 1:</b>	111 HUNTINGTON AVE.
<b>Address Line 2:</b>	LOCKE LORD LLP
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02199
<b>ATTORNEY DOCKET NUMBER:</b>	1428636.00017
<b>NAME OF SUBMITTER:</b>	CARLA HINES

PATENT

<b>SIGNATURE:</b>	/s/ Carla Hines
<b>DATE SIGNED:</b>	09/05/2019
	This document serves as an Oath/Declaration (37 CFR 1.63).
<b>Total Attachments: 4</b> source=franklinpsa#page1.tif source=franklinpsa#page2.tif source=franklinpsa#page3.tif source=franklinpsa#page4.tif	

## SECURITY AGREEMENT (PATENTS)

February 21, 2019

**WHEREAS** Franklin Sports, Inc. (the "Pledgor"), a Delaware corporation whose principal place of business is located at 17 Campanelli Parkway, Stoughton, Massachusetts is the owner and user of the patents issued by and/or the patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Patents");

**WHEREAS** the Pledgor has entered into that certain Amended and Restated Credit and Security Agreement dated as of January 15, 2003 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") between the Pledgor and Bank of America, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation) (the "Lender"), pursuant to which the Pledgor has granted to the Lender a security interest in, among other things, the Patents;

**WHEREAS** the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Patents and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with all of the Pledgor's right, title and interest in the Patents;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender a security interest in, all of the Pledgor's right, title and interest in and to the Patents, the registrations and/or applications for registration of the Patents, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Patents (collectively, the "Patent Collateral").

The pledge and mortgage of, and grant of security interest in, the Patent Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

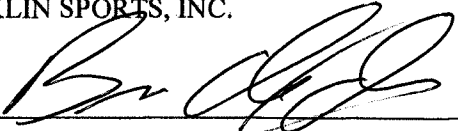
This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor and the Lender each hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to, and the rights and remedies of the Lender with respect to the Patent Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with, the laws of The Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

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

FRANKLIN SPORTS, INC.

By:   
Name: Brian Alexander  
Title: Vice President/Finance

BANK OF AMERICA, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)

By: \_\_\_\_\_  
Name: Christopher M. O'Halloran  
Title: Senior Vice President

(Signature Page to Patent Security Agreement)

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

FRANKLIN SPORTS, INC.

By: \_\_\_\_\_  
Name:  
Title:

BANK OF AMERICA, N.A., as assignee of Banc of America Leasing & Capital, LLC (successor to Fleet Capital Corporation)

By: \_\_\_\_\_  
Name: Christopher M. O'Halloran  
Title: Senior Vice President

(Signature Page to Patent Security Agreement)

**PATENT**  
**REEL: 050284 FRAME: 0074**

**SCHEDULE A**

**UNITED STATES PATENTS**

Title	Patent Number	Owner
COLLAPSIBLE, TIP RESISTANT TEE BALL STAND	8734274	Franklin Sports, Inc.
ROLLED TEE BALL HOLDER	9220965	Franklin Sports, Inc.
BATTING GLOVE	10111477	Franklin Sports, Inc.
BADMINTON/VOLLEYBALL NET BASE & STORAGE CASE	D716046	Franklin Sports, Inc.
QUAD PANEL TABLE TENNIS TABLE	D809083	Franklin Sports, Inc.
SOCCER TRAINER	D779602	Franklin Sports, Inc.
SPORTS BALL DISPLAY CARTON	D785450	Franklin Sports, Inc.

**UNITED STATES PENDING PATENT APPLICATIONS**

Title	Serial Number	Owner
COLLAPSIBLE, WEIGHTED TEE BALL STAND	15235331	Franklin Sports, Inc.
PICKLEBALL PADDLE	15833880	Franklin Sports, Inc.