

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7038674

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	FANATICS LICENSED SPORTS GROUP, LLC	11/23/2021
RECEIVING PARTY DATA		
Name:	CITIBANK, N.A., AS COLLATERAL AGENT	
Street Address:	1 PENNS WAY	
Internal Address:	OPS II	
City:	NEW CASTLE	
State/Country:	DELAWARE	
Postal Code:	19720	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	29460113
	Application Number:	29550734
	Application Number:	29559108
CORRESPONDENCE DATA		
Fax Number:	(212)751-4864	
<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>		
Phone:	2129061216	
Email:	angela.amaru@lw.com	
Correspondent Name:	LATHAM & WATKINS LLP C/O ANGELA M. AMARU	
Address Line 1:	1271 AVENUE OF THE AMERICAS	
Address Line 4:	NEW YORK, NEW YORK 10020	
ATTORNEY DOCKET NUMBER:	049133-0531	
NAME OF SUBMITTER:	ANGELA M. AMARU	
SIGNATURE:	/s/ Angela M. Amaru	
DATE SIGNED:	11/23/2021	
Total Attachments: 6		
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Notice of Grant of Security Interest in Patents

NOTICE OF GRANT OF SECURITY INTEREST IN PATENTS, dated as of November 23, 2021 (this “**Agreement**”), made by each of the entities listed on Annex I hereto (each a “**Pledgor**”, and collectively, the “**Pledgors**”), in favor of CITIBANK, 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 November 23, 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 Patents 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.

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. The 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.

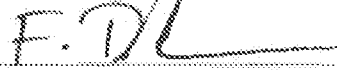
SECTION 5. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

FANATICS, INC.
FANATICS LICENSED SPORTS GROUP, LLC
TOP OF THE WORLD BY FANATICS LLC
WINCRAFT, INCORPORATED

By: _____



Name: F. Douglas Mack

Title: President and Chief Executive Officer

CITIBANK, N.A., as Collateral Agent

By: *Ioann Theocharis*
Name: Ioannis Theocharis
Title: Vice President

ANNEX I

Name	Jurisdiction
FANATICS, INC.	DE
FANATICS LICENSED SPORTS GROUP, LLC	DE
TOP OF THE WORLD BY FANATICS LLC	DE
WINCRAFT, INCORPORATED	MN

Schedule I
to Notice of Grant of Security Interest in Patents

U.S. Federally Issued or Applied for Patents.

Loan Party	Invention	Country	Application No.	Application Date
Fanatics, Inc.	Specification-Based Technology Stack Management System and Method	United States	16103262	8/14/2018
Fanatics Licensed Sports Group, LLC	Jersey	United States	29/460113	07/08/2013
Fanatics Licensed Sports Group, LLC	Fashion Top	United States	29/550734	01/06/2016
Fanatics Licensed Sports Group, LLC	Fashion Top	United States	29/559108	03/24/2016
Top of the World by Fanatics LLC	Flexible Fit Cap With Improved Sweat Band	United States	10/227,258	08/22/2002
Top of the World by Fanatics LLC	Flexible Fit Cap With Memory Foam Headband	United States	16/432,853	6/5/2019
Fanatics Inc.	Direct-to-transfer printing system and process, and components and ASR system therefor	United States	16/283,414	2/22/2019
Wincraft Incorporated	Method and apparatus for a golf club head cover	United States	10/136,004	4/30/2002
Wincraft Incorporated	Golf ball mark repair tool	United States	11/039,477	1/19/2005
Wincraft Incorporated	Golf towel	United States	12/693065	1/25/2010
Wincraft Incorporated	Method and apparatus for a golf club head cover	United States	10/897,270	7/22/2004
Wincraft Incorporated	Golf ball mark repair tool	United States	29/368210	8/20/2020
Wincraft Incorporated	Method and apparatus for a golf club head cover	United States	11/334,839	1/19/2006
Wincraft Incorporated	Golf ball mark repair tool	United States	11/534,721	9/25/2006
Wincraft Incorporated	Golf towel	United States	29/354472	1/25/2010
Wincraft Incorporated	Face Covering	United States	17/229,407	4/13/2021