

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: PATI530134

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1
CONVEYING PARTY DATA	
Name	Execution Date
Broder Bros., Co.	10/01/2024
RECEIVING PARTY DATA	
Company Name:	Deutsche Bank AG New York Branch
Street Address:	1 Columbus Circle
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
PROPERTY NUMBERS Total: 40	
Property Type	Number
Application Number:	29935609
Application Number:	29614688
Application Number:	29619953
Application Number:	29388079
Application Number:	29370960
Application Number:	29681521
Application Number:	29542406
Application Number:	29348730
Application Number:	29435602
Application Number:	29435600
Application Number:	29408383
Application Number:	29423587
Application Number:	29429953
Application Number:	29429954
Application Number:	29429955
Application Number:	29429956
Application Number:	29429957
Application Number:	29370037
Application Number:	29387810

Property Type	Number
Application Number:	29360597
Application Number:	29661710
Application Number:	29441188
Application Number:	29617397
Application Number:	29615790
Application Number:	29533949
Application Number:	29413182
Application Number:	29386970
Application Number:	29370902
Application Number:	29370453
Application Number:	29349030
Application Number:	16174569
Application Number:	16246444
Application Number:	29695938
Application Number:	29660456
Application Number:	29605619
Application Number:	29431247
Application Number:	29379730
Application Number:	29345805
Application Number:	29430713
Application Number:	29386968

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 2129096000

Email: trademarks@debevoise.com

Correspondent Name: Jessica Jean Liss

Address Line 1: Debevoise & Plimpton LLP

Address Line 2: 66 Hudson Boulevard

Address Line 4: New York, NEW YORK 10001

ATTORNEY DOCKET NUMBER: 26498-1205

NAME OF SUBMITTER: Harriett Sasso

SIGNATURE: Harriett Sasso

DATE SIGNED: 10/01/2024

Total Attachments: 8

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**ABL NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the “Agreement”), dated as of October 1, 2024, made by BRODER BROS., CO., a Delaware corporation (the “Grantor”), in favor of DEUTSCHE BANK AG NEW YORK BRANCH, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the ABL Credit Agreement, dated as of March 11, 2021 (as amended by Amendment No. 1, dated as of November 19, 2021, as amended by Amendment No. 2, dated as of June 2, 2022, as amended by Amendment No. 3, dated as of the date hereof, and as the same may be further amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Agent, the Parent Borrower (as defined in the Credit Agreement), the Canadian Borrowers (as defined in the Credit Agreement) (together with the Parent Borrower, the “Borrowers”), the Subsidiary Borrowers (as defined in the Credit Agreement), from time to time party thereto, the Lenders, the Issuing Lenders and other Issuing Lenders from time to time party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, each Borrower is a member of an affiliated group of companies that includes the Grantor; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantor and the other parties thereto have executed and delivered an ABL U.S. Guarantee and Collateral Agreement, dated as of March 11, 2021 (as amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Agent; and

WHEREAS, pursuant to that certain Assumption Agreement, dated as of the date hereof, in favor of the Agent, the Grantor became a party to the Security Agreement; and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Patents; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Patents granted by the Grantor in the ordinary course of its business and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the Patents now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

SECTION 3. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. Purpose. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Patents are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. For purposes hereof, the words "execution," "execute," "signed," "signature" and words of like import shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formulations on electronic platforms, or the keeping of records in electronic form, 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.

* * *

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BRODER BROS., CO., as a Grantor

By: Bernie Guerin
Name: Bernard Guerin
Title: Chief Financial Officer

DEUTSCHE BANK AG NEW YORK BRANCH,
as Agent



By: _____

Name: Phil Tancorra

Title: Director



By: _____

Name: Lauren Danbury

Title: Vice President

SCHEDULE I

PATENTS

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Broder Bros., Co.	Snack Bowl	29/935,609	04/02/2024	Pending	Pending
Broder Bros., Co.	Fidget toy	29/614,688	8/22/2017	USD839361	1/29/2019
Broder Bros., Co.	Spinner	29/619,953	10/03/2017	USD839362	1/29/2019
Broder Bros., Co.	Collapsible Bottle	29/388,079	03/23/2011	USD671013	11/20/2012
Broder Bros., Co.	Barrel for writing instrument	29/370,960	09/27/2010	USD647962	11/01/2011
Broder Bros., Co.	Mobile device stand	29/681,521	02/26/2019	USD892108	08/04/2020
Broder Bros., Co.	Dispenser	29/542,406	10/14/2015	USD769130	10/18/2016
Broder Bros., Co.	Flashlight	29/348,730	02/01/2010	USD627092	11/09/2010
Broder Bros., Co.	Writing instrument	29/435,602	10/25/2012	USD689930	09/17/2013
Broder Bros., Co.	Flexible bottle	29/435,600	10/25/2012	USD687721	08/13/2013
Broder Bros., Co.	Holder	29/408,383	12/12/2011	USD662706	07/03/2012
Broder Bros., Co.	Instrument barrel	29/423,587	06/01/2012	USD689928	09/17/2013
Broder Bros., Co.	Cap for portable beverage container	29/429,953	08/20/2012	USD677980	03/19/2013
Broder Bros., Co.	Cap for portable beverage container	29/429,954	08/20/2012	USD677981	03/19/2013

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Broder Bros., Co.	Cap for portable beverage container	29/429,955	08/20/2012	USD677982	03/19/2013
Broder Bros., Co.	Cap for portable beverage container	29/429,956	08/20/2012	USD677983	03/19/2013
Broder Bros., Co.	Cap for portable beverage container	29/429,957	08/20/2012	USD677984	03/19/2013
Broder Bros., Co.	Cap for portable beverage container	29/370,037	05/28/2010	USD666455	09/04/2012
Broder Bros., Co.	Football cinch bag	29/387,810	03/18/2011	USD660588	05/29/2012
Broder Bros., Co.	Football cinch bag	29/360,597	04/28/2010	USD636990	05/03/2011
Broder Bros., Co.	Mobile device stand	29/661,710	08/30/2018	USD894890	09/01/2020
Broder Bros., Co.	Expandable bottle	29/441,188	01/02/2013	USD731896	06/16/2005
Broder Bros., Co.	Mobile device pocket with ring stand	29/617,397	09/13/2017	USD874454	02/04/2020
Broder Bros., Co.	Mobile device pocket with pop-up stand	29/615,790	08/31/2017	USD847805	05/07/2019
Broder Bros., Co.	Mobile device holder with pocket	29/533,949	07/23/2015	USD782185	03/28/2017
Broder Bros., Co.	Collapsible bottle	29/413,182	02/13/2012	USD678079	03/19/2013
Broder Bros., Co.	Collapsible bottle	29/386,970	03/07/2011	USD669796	10/30/2012
Broder Bros., Co.	Barrel for writing instrument	29/370,902	09/20/2010	USD646714	10/11/2011
Broder Bros., Co.	Instrument barrel	29/370,453	07/19/2010	USD626998	11/09/2010
Broder Bros., Co.	Instrument barrel	29/349,030	03/01/2010	USD626590	11/02/2010
Broder Bros., Co.	Mobile device accessory	16/174,569	10/30/2018	US10895345	01/19/2021
Broder Bros., Co.	Tumbler with LED logo light up	16/246,444	01/11/2019	US10874232	12/29/2020
Broder Bros., Co.	Mobile device stand	29/695,938	06/24/2019	USD879109	03/24/2020

Owner	Title	Application No.	Filing Date	Patent No.	Issue Date
Broder Bros., Co.	Mobile device stand	29/660,456	08/21/2018	USD870736	12/24/2019
Broder Bros., Co.	Spinner toy	29/605,619	05/26/2017	USD860333	09/17/2019
Broder Bros., Co.	Beverage pouch	29/431,247	09/05/2012	USD680447	04/23/2013
Broder Bros., Co.	Cinch bag	29/379,730	11/23/2010	USD646053	10/04/2011
Broder Bros., Co.	Cinch bag	29/345,805	10/22/2009	USD629605	12/28/2010
Broder Bros., Co.	Instrument barrel	29/430,713	08/29/2012	USD689929	09/17/2013
Broder Bros., Co.	Tote bag	29/386,968	03/07/2011	USD659996	05/22/2012