

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

Assignment ID: PAT1883901

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
ABG-Champion LLC	03/12/2025

RECEIVING PARTY DATA

Company Name:	Bank of America, N.A.
Street Address:	900 W Trade Street
Internal Address:	NC1-026-06-03
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 26

Property Type	Number
PCT Number:	IB2016051042
Application Number:	18454025
Application Number:	17082144
Application Number:	15519830
Application Number:	29935081
Application Number:	29934853
Application Number:	29934851
Application Number:	29934857
Application Number:	29935079
Application Number:	29935083
Application Number:	29934854
Application Number:	29804177
Application Number:	17650015
Application Number:	16890329
Application Number:	17063390
Application Number:	16007583
Application Number:	29654359
Application Number:	29654362
Application Number:	29654910

PATENT

Property Type	Number
Application Number:	29685224
Application Number:	29685227
Application Number:	29685218
Application Number:	29691161
Application Number:	29691164
Application Number:	16412153
Application Number:	63571573

CORRESPONDENCE DATA

Fax Number:

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.

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Address Line 2: 27th Floor

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	033748-00108
NAME OF SUBMITTER:	Jason Greenberg
SIGNATURE:	/Jason Greenberg/
DATE SIGNED:	03/13/2025

Total Attachments: 6

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FIRST LIEN PATENT SECURITY AGREEMENT

This FIRST LIEN PATENT SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “**Patent Security Agreement**”), dated as of March 12, 2025, is made by ABG-Champion LLC (the “**Grantor**”) in favor of Bank of America, N.A., as Collateral Agent for the Secured Parties (together with its successors in such capacity, the “**Collateral Agent**”).

WHEREAS, the Grantor is party to that certain First Lien Security Agreement dated as of September 29, 2017 (as amended, restated, amended and restated, supplemented, waived, refinanced, replaced or otherwise modified from time to time, the “**Security Agreement**”), among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute this Patent Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Terms. Capitalized terms used but not defined herein shall have the meanings given or given by reference in the Security Agreement.

SECTION 2. Grant of Security. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in all of the Grantor’s right, title and interest in, to and under the Patents, including the patents and patent applications set forth on Schedule A attached hereto (the “**Patent Collateral**”); provided that “Patent Collateral” shall not include and the Security Interest shall not attach to any Excluded Assets as provided under the Security Agreement.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Patents record this Patent Security Agreement with the U.S. Patent and Trademark Office.

SECTION 4. Execution in Counterparts. This Patent Security Agreement may be executed in any number of 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 signature page to this Patent Security Agreement by facsimile or electronic (including .pdf or .tif file) transmission shall be as effective as delivery of a manually signed counterpart of this Patent Security Agreement.

SECTION 5. Security Agreement. This Patent Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference

as if fully set forth herein. In the event that any provision of this Patent Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 6. Governing Law. THIS PATENT SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST) SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES THEREOF THAT WOULD RESULT IN THE APPLICATION OF ANY LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST AND APPLICABLE FEDERAL LAWS PERTAINING TO PATENTS).

SECTION 7. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS PATENT SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT AND THIS PATENT SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

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IN WITNESS WHEREOF, the undersigned has executed this Patent Security Agreement as of the date first above written.

ABG-CHAMPION LLC

By: 

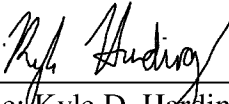
Name: Jay Dubiner

Title: Chief Legal Officer

[Signature Page to the First Lien Patent Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A., as Collateral Agent

By: 
Name: Kyle D. Harding
Title: Vice President

[Signature Page to the First Lien Patent Security Agreement]

PATENT
REEL: 070495 FRAME: 0437

SCHEDULE A

#	TITLE	GRANTOR	COUNTRY	STATUS	APPLICATION NO	APPLICATION DATE	REGISTRATION NO
1.	Bra Adapted for Athletic Use	ABG-Champion LLC	United States of America	Granted	PCT/IB2016/051042	Aug-15-2017	10,820,635
2.	Bra Adapted for Athletic Use	ABG-Champion LLC	United States of America	Pending	18/454025	Aug-22-2023	N/A
3.	Bra Adapted for Athletic Use	ABG-Champion LLC	United States of America	Granted	17/082144	Oct-28-2020	11730209
4.	Brassiere Adapted for Practicing Sports (Shock Absorber)	ABG-Champion LLC	United States of America	Granted	15/519830	Apr-17-2017	10271584
5.	FABRIC (WEIGHTED APPAREL, CALM 3D C-ONION PATTERN)	ABG-Champion LLC	United States of America	Pending	29/935081	Mar-29-2024	N/A
6.	GARMENT (2D C-Patch Design, Champion Running Woman)	ABG-Champion LLC	United States of America	Pending	29/934853	Mar-28-2024	N/A
7.	GARMENT (Champion Running Woman)	ABG-Champion LLC	United States of America	Pending	29/934851	Mar-28-2024	N/A
8.	GARMENT (Olive Branch Design, Champion Running Woman)	ABG-Champion LLC	United States of America	Pending	29/934857	Mar-28-2024	N/A
9.	GARMENT (WEIGHTED APPAREL, CALM 2D C-ONION PATTERN)	ABG-Champion LLC	United States of America	Pending	29/935079	Mar-29-2024	N/A
10.	GARMENT (WEIGHTED APPAREL, CALM GARMENTS)	ABG-Champion LLC	United States of America	Pending	29/935083	Mar-29-2024	N/A
11.	PATCH (Embroidered C-Patch Design, Champion Running Woman)	ABG-Champion LLC	United States of America	Pending	29/934854	Mar-28-2024	N/A
12.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/804177	Aug-18-2021	D955089
13.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	17/650015	Feb-4-2022	11627765
14.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	16/890329	Jun-2-2020	11266185
15.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	17/063390	Oct-5-2020	11395520

#	TITLE	GRANTOR	COUNTRY	STATUS	APPLICATION NO	APPLICATION DATE	REGISTRATION NO
16.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	16/007583	Jun-13-2018	10,791,774
17.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/654359	Jun-22-2018	D926429
18.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/654362	Jun-22-2018	D939191
19.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/654910	Jun-28-2018	D930331
20.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/685224	Mar-27-2019	D913641
21.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/685227	Mar-27-2019	D913642
22.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/685218	Mar-27-2019	D862845
23.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/691161	May-14-2019	D928459
24.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	29/691164	May-14-2019	D925171
25.	UPPER TORSO GARMENT (Gamer Hoodie)	ABG-Champion LLC	United States of America	Granted	16/412153	May-14-2019	10687563
26.	Weighted Apparel and Methods (CALM)	ABG-Champion LLC	United States of America	Pending	63/571573	Mar-29-2024	N/A

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RECORDED: 03/13/2025