

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM506997

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BA Sports Nutrition, LLC		01/15/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	11030 Bollinger Canyon Road		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94582		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Serial Number:	87370858	OBSESSION IS NATURAL	
Serial Number:	87599425	UPGRADE YOUR GAME	
Serial Number:	88108113	UPGRADE YOUR ADE	
Serial Number:	88118327	BODYARMOR	
Serial Number:	88185635	BODYARMOR EDGE	
Serial Number:	88255193	BODYARMOR ONE	
Registration Number:	5246878	BODYARMOR SUPERWATER	
Registration Number:	5492774	HYDRATE YOUR HOME TEAM	
CORRESPONDENCE DATA			
Fax Number:	8883259172		
<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:	617-239-0567		
Email:	carla.hines@lockelord.com		
Correspondent Name:	Carla Hines		
Address Line 1:	111 Huntington Avenue		
Address Line 2:	Locke Lord LLP		
Address Line 4:	Boston, MASSACHUSETTS 02199		
NAME OF SUBMITTER:	Carla A. Hines		

CH \$215.00 87370858

SIGNATURE:	/s/ Carla A. Hines
DATE SIGNED:	01/23/2019
Total Attachments: 7 source=basportsconfirmationag#page1.tif source=basportsconfirmationag#page2.tif source=basportsconfirmationag#page3.tif source=basportsconfirmationag#page4.tif source=basportsconfirmationag#page5.tif source=basportsconfirmationag#page6.tif source=basportsconfirmationag#page7.tif	

CONFIRMATION AGREEMENT

THIS CONFIRMATION AGREEMENT, dated as of January 15, 2019 (this "Confirmation") is made by BA SPORTS NUTRITION, LLC, a Delaware limited liability company (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as lender (the "Lender") under the Amended and Restated Credit Agreement (as defined below). All capitalized terms not defined herein shall have the meanings ascribed to them in the Amended and Restated Credit Agreement, unless otherwise specified.

WITNESSETH:

WHEREAS, the Grantor and the Lender entered into that certain Credit Agreement dated as of January 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time prior to the Restatement Date, the "Existing Credit Agreement"), among the Grantor, as Borrower, the other Loan Parties from time to time party thereto, and the Lender; and

WHEREAS, in connection with the Existing Credit Agreement, the Grantor is party to that certain Security Agreement, dated as of January 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time prior to the Restatement Date, the "Security Agreement"), pursuant to which the Grantor granted a security interest in certain Collateral (as defined in the Security Agreement) to the Lender for its own benefit and on behalf of and for the benefit of the Secured Parties as security for the payment and performance of the Obligations of the Loan Parties under the Existing Credit Agreement; and

WHEREAS, in connection with the Existing Credit Agreement, the Grantor is party to that certain Trademark Security Agreement, dated as of January 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time prior to the Restatement Date, the "Trademark Security Agreement"), pursuant to which the Grantor granted a security interest in certain Trademark Collateral (as defined in the Trademark Security Agreement) to the Lender for its own benefit and on behalf of and for the benefit of the Secured Parties as security for the payment and performance of the Obligations of the Loan Parties under the Existing Credit Agreement; and

WHEREAS, the Grantor, the Lender, and the other Loan Parties are entering into that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, supplemented, or otherwise modified from time to time, the "Amended and Restated Credit Agreement"), which Amended and Restated Credit Agreement amends and restates the Existing Credit Agreement in its entirety; and

WHEREAS, it is a condition to the effectiveness of the Amended and Restated Credit Agreement that the Grantor shall have executed and delivered to the Lender this Confirmation; and

WHEREAS, the parties wish to enter into this Confirmation to confirm and/or supplement the terms, provisions, and schedules and/or exhibits of each of the Security Agreement and the Trademark Security Agreement.

NOW, THEREFORE, IT IS AGREED:

1. Confirmation of Security Agreement. The Grantor hereby (a) ratifies and confirms all of the terms and provisions of the Security Agreement, and agrees that all of such terms and provisions remain in full force and effect, and (b) acknowledges and agrees that on and after the execution and delivery of the Amended and Restated Credit Agreement and the consummation of the transactions contemplated thereby (x) the Security Agreement and the security interests granted thereunder continue to secure the Obligations of the Loan Parties under the Amended and Restated Credit Agreement, (y) the security interests granted by the Grantor to the Lender for its own benefit and on behalf of and for the benefit of the Secured Parties pursuant to the Security Agreement constitute valid, binding and enforceable Liens on all Collateral subject to the Security Agreement, and (z) all references in the Security Agreement to the “Credit Agreement” shall be deemed to refer to the Amended and Restated Credit Agreement. The Grantor hereby further confirms that (i) all representations and warranties set forth in Article III of the Amended and Restated Credit Agreement are true and correct in all material respects on and as of the date hereof (after giving effect to this Confirmation), and (ii) the Security Agreement is true and correct in all material respects on and as of the date hereof (after giving effect to this Confirmation).

2. Confirmation of Trademark Security Agreement. Exhibit A-1 hereto shall be deemed to supplement – and not replace or supersede – the original Exhibit A attached to the Trademark Security Agreement in its entirety and such Exhibit A-1 shall be incorporated into the Trademark Security Agreement as of the date hereof such that the Trademarks listed on Exhibit A-1 attached hereto shall be deemed to form part of the Trademark Collateral and, on and after the date hereof, each reference in the Trademark Security Agreement to Exhibit A shall be deemed to refer to Exhibit A as supplemented by Exhibit A-1 hereto, as such schedule may be amended, supplemented or otherwise modified from time to time in accordance with the Loan Documents. The Grantor hereby (a) ratifies and confirms all of the terms and provisions of the Trademark Security Agreement, and agrees that all of such terms and provisions remain in full force and effect, and (b) acknowledges and agrees that on and after the execution and delivery of the Amended and Restated Credit Agreement and the consummation of the transactions contemplated thereby (x) the Trademark Security Agreement and the security interests granted thereunder continue to secure the Obligations of the Loan Parties under the Amended and Restated Credit Agreement, (y) the security interests granted by the Grantor to the Lender for its own benefit and for the benefit of itself and the benefit of the other Secured Parties pursuant to the Trademark Security Agreement constitute valid, binding and enforceable Liens on all Trademark Collateral subject to the Trademark Security Agreement, and (z) all references in the Trademark Security Agreement to the “Credit Agreement” shall be deemed to refer to the Amended and Restated Credit Agreement. The Grantor hereby further confirms that (i) all representations and warranties set forth in Article III of the Amended and Restated Credit Agreement are true and correct in all material respects on and as of the date hereof (after giving effect to this Confirmation), and (ii) Exhibit A attached to the Trademark Security Agreement as supplemented by Exhibit A-1 hereto is true and correct in all material respects on and as of the date hereof (after giving effect to this Confirmation).

3. Miscellaneous.

(a) This Confirmation, including the validity hereof and the rights and obligations of the parties hereunder, shall be construed in accordance with and governed by the laws of the State of New York.

(b) Unless otherwise provided herein, nothing in this Confirmation shall be deemed to constitute an amendment, modification, or waiver of any of the provisions of the Security Agreement or the Trademark Security Agreement, each of which shall remain in full force and effect as of the date hereof.

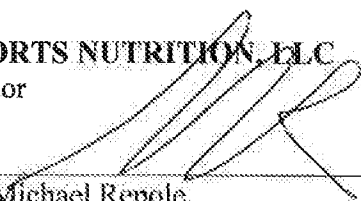
(c) This Confirmation shall constitute a “Loan Document” (as such term is defined in the Amended and Restated Credit Agreement).

(d) This Confirmation may be executed in any number of counterparts (including by way of facsimile or other electronic transmission), each of which, when executed and delivered, shall be original, but all counterparts shall together constitute one instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation to be duly executed as of the date first above written.

BA SPORTS NUTRITION, LLC
as Grantor

By: 
Name: Michael Repole
Title: Operating Manager

JPMORGAN CHASE BANK, N.A.,
as Lender

By: _____
Name: Hai T. Nguyen
Title: Authorized Officer

IN WITNESS WHEREOF, the parties hereto have caused this Confirmation to be duly executed as of the date first above written.

BA SPORTS NUTRITION, LLC
as Grantor

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.,
as Lender

By:  _____
Name: Hai T. Nguyen
Title: Authorized Officer

[BA Sports/JPM - Signature Page to Confirmation Agreement]

Exhibit A-1

(see attached)

Exhibit A-1

Exhibit A-1 to Trademark Security Agreement

Country	Trademark:	Owner Name:	Trademark Status	Application No:	Filing Date:	Registration No:	Registration Date:
USA	OBSESSION IS NATURAL	BA Sports Nutrition, LLC	Allowed	87/370,858	3/14/2017		
USA	UPGRADE YOUR GAME	BA Sports Nutrition, LLC	Allowed	87/599,425	9/7/2017		
USA	UPGRADE YOUR ADE	BA Sports Nutrition, LLC	Published	88/108,113	9/7/2018		
USA	BODY ARMOR	BA Sports Nutrition, LLC	Filed	88/118,327	9/14/2018		
USA	BODYARMOR EDGE	BA Sports Nutrition, LLC	Filed	88/185,635	11/7/2018		
USA	BODYARMOR ONE	BA Sports Nutrition, LLC	Filed	88/255,193	1/9/2019		
USA	BODYARMOR SUPERWATER	BA Sports Nutrition, LLC	Registered	86/608,222	4/23/2015	5,246,878	7/18/2017
USA	HYDRATE YOUR HOME TEAM	BA Sports Nutrition, LLC	Registered	87/066,155	9/6/2016	5,492,774	6/12/2018

TRADEMARK