

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM437372

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal Lacrosse Company LLC		08/01/2017	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	The Provident Bank		
Street Address:	5 Market Street		
City:	Amesbury		
State/Country:	MASSACHUSETTS		
Postal Code:	01913		
Entity Type:	Chartered Bank: MASSACHUSETTS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85306562	UNIVERSAL LACROSSE	
Serial Number:	85306538	U	
CORRESPONDENCE DATA			
Fax Number:	6174220200		
<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:	617-422-0200		
Email:	acs@bostonbusinesslaw.com		
Correspondent Name:	Brian F. Plunkett, Esq.		
Address Line 1:	155 Federal Street, 9th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02110		
NAME OF SUBMITTER:	Brian F. Plunkett, Esq.		
SIGNATURE:	/Brian F. Plunkett/		
DATE SIGNED:	08/01/2017		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Agreement"), dated as of August 1, 2017, is made by and among (i) ULC Holdings, Inc., a Delaware corporation ("Holdings"); (ii) Universal Lacrosse Company LLC, a New Jersey limited liability company ("UL LLC", and collectively with Holdings, the "Assignor"), both with an address at 11 Beacon Street, Boston, MA 02108; and (iii) The Provident Bank, a Massachusetts Savings Bank, with an address of 5 Market Street, Amesbury, MA 01913 (the "Lender").

Recitals

A. Assignor and Lender are parties to a certain Credit Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Lender may now or hereafter extend credit to or for the account of Assignor.

B. As a condition to extending credit to or for the account of Assignor, the Lender has required the execution and delivery of this Agreement by the Assignor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Assignor's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the trademarks listed on **Exhibit A**.

2. **Security Interest.** The Assignor hereby irrevocably pledges and assigns to, and grants Lender a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Security Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Assignor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** The Assignor represents, warrants and agrees as follows:

(a) **Trademarks.** **Exhibit A** accurately lists all Trademarks owned or controlled by the Assignor as of the date hereof and accurately reflects the existence and status of such Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that **Exhibit A** need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Assignor's or any Affiliate's business(es). If after the date hereof, the Assignor owns or controls any Trademarks not listed on **Exhibit A** (other than common law marks which are not material to any Assignor's or any Affiliate's business(es)), or if **Exhibit A** ceases to accurately reflect the existence and status of applications and registrations pertaining to such Trademarks, then the Assignor shall promptly provide written notice to Lender with a replacement **Exhibit A**, which upon acceptance by Lender shall become part of this Agreement.

(b) **Affiliates.** As of the date hereof, no subsidiary or Affiliate of the Assignor owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Assignor, constitute Trademarks. If after the date hereof any Affiliate or subsidiary of the Assignor owns, controls, or has a right to have assigned to it any such items, then the Assignor shall promptly either: (i) cause such subsidiary or Affiliate to assign all of its rights in such item(s) to the Assignor; or (ii) notify Lender of such item(s) and cause such subsidiary or Affiliate to execute and deliver to Lender a trademark security agreement substantially in the form of this Agreement.

(c) **Title.** The Assignor as identified as the owner of each Trademark on **Exhibit A** has absolute title to each such Trademark listed thereon, free and clear of all Liens (other than Permitted Liens). The Assignor (i) will have, at the time the Assignor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens (other than Permitted Liens), and (ii) will keep all Trademarks free and clear of all Liens (other than Permitted Liens).

(d) **No Sale.** The Assignor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Lender's prior written consent.

(e) **Defense.** The Assignor will, at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(f) **Maintenance.** The Assignor will at its own expense maintain the Trademarks to the extent reasonably advisable including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Assignor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Lender: (i) sufficient written notice, of at least thirty (30) days, to allow the Lender to timely pay

any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(g) **Lender's Right to Take Action.** If the Assignor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of thirty (30) calendar days after Lender gives the Assignor written notice thereof (or, in the case of the agreements contained in subsection (g), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Assignor notifies Lender that it intends to abandon a Trademark, the Lender may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Assignor (or, at the Lender's option, in Lender's own name) and may (but need not) take any and all other actions which Lender may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(h) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Assignor shall pay to the Lender on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Lender in connection with or as a result of the Lender's taking action under subsection (h) above or exercising its rights under Section 6 below, together with interest thereon from the date expended or incurred by the Lender at the default rate of interest provided for in the Notes.

(i) **Power of Attorney.** To facilitate the Lender's taking action under subsection (h) above and exercising its rights under Section 6 below, the Assignor hereby irrevocably appoints (which appointment is coupled with an interest) the Lender, or its delegate, as the attorney-in-fact of the Assignor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Assignor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Assignor under this Section 3, or, necessary for Lender, after the occurrence of an Event of Default which has not been waived in writing by the Lender, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Assignor's Use of the Trademarks.** Until the occurrence of an Event of Default which has not been waived in writing by the Lender, the Assignor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into.

5. **Defaults.** The occurrence of an “Event of Default”, as defined in the Credit Agreement, shall constitute an “Event of Default” hereunder.

6. **Remedies.** Upon the occurrence of an Event of Default which has not been waived in writing by the Lender, the Lender may, at its option, take any or all of the following actions:

(a) Lender may exercise any or all remedies available under the Credit Agreement.

(b) Lender may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) Lender may enforce the Trademarks and any licenses thereunder, and if Lender shall commence any suit for such enforcement, the Assignor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by the Lender. A waiver signed by the Lender shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Lender’s rights or remedies. All rights and remedies of the Lender shall be cumulative and may be exercised singularly or concurrently, at the Lender’s option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to the Assignor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Lender shall not be obligated to preserve any rights the Assignor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Assignor and Lender and their respective participants, successors and assigns and shall take effect when signed by the Assignor and delivered to the Lender, and the Assignor waives notice of the Lender’s acceptance hereof. The Lender may execute this Agreement if appropriate for the purpose of filing, but the failure of the Lender to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement authorized by the Assignor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the law of the Commonwealth of Massachusetts without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

8. Waiver of Jury Trial. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON, ARISING FROM OR OUT OF, OR PERTAINING TO THIS AGREEMENT.

[Signatures to this Agreement appear on the following page 6.]

IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date first written above.

ASSIGNOR:

ULC HOLDINGS, INC.

By: _____
Name: John Flanagan
Title: Chief Executive Officer

UNIVERSAL LACROSSE COMPANY LLC

By: _____
Name: JOHN FLANAGAN
Title: PRESIDENT

LENDER:

THE PROVIDENT BANK

By: _____
Name: Brent Mathews
Title: Senior Vice President

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date first written above.

ASSIGNOR:

ULC HOLDINGS, INC.

By: _____
Name:
Title:

UNIVERSAL LACROSSE COMPANY LLC

By: _____
Name:
Title:

LENDER:

THE PROVIDENT BANK


By: 
Name: Brent Mathews
Title: Senior Vice President

EXHIBIT A

TRADEMARKS, SERVICE MARKS AND COLLECTIVE MEMBERSHIP MARKS

<u>Mark</u>	<u>Owner</u>	<u>Registration Date</u>	<u>Serial Number</u>
UNIVERSAL LACROSSE	Universal Lacrosse Company LLC	12/13/2011	85306562
	Universal Lacrosse Company LLC	11/29/11	85306538