

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM561596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BA Sports Nutrition, LLC		02/11/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	277 Park Ave., 22nd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88359012	EDGE	
Serial Number:	88285032	BODYARMOR SUPERDRINK	
Serial Number:	88285039	BODYARMOR SUPERDRINK EDGE	
Serial Number:	88285036	BODYARMOR SUPERDRINK ONE	
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		
ATTORNEY DOCKET NUMBER:	1444099.00074		
NAME OF SUBMITTER:	Carla Hines		
SIGNATURE:	/s/ Carla Hines		
DATE SIGNED:	02/11/2020		
Total Attachments: 5			

CH \$115.00 88359012

source=jpmorgantsa#page1.tif
source=jpmorgantsa#page2.tif
source=jpmorgantsa#page3.tif
source=jpmorgantsa#page4.tif
source=jpmorgantsa#page5.tif

SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of February 11, 2020, and is between BA Sports Nutrition, LLC, a Delaware limited liability company (the "Grantor") and JPMorgan Chase Bank, N.A., as lender under the Credit Agreement referenced below (the "Lender").

This Agreement is a supplement to that certain Trademark Security Agreement dated as of January 23, 2017, between the Grantor and the Lender (as amended, restated, supplemented or otherwise modified from time to time prior to the First Amendment Date, the "Existing Trademark Security Agreement"). All capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below), unless otherwise specified.

WITNESSETH:

WHEREAS, the Grantor and the Lender were originally parties to that certain Credit Agreement dated as of January 23, 2017, as amended (the "Original Credit Agreement");

WHEREAS, the Grantor and the Lender entered into that certain Amended and Restated Credit Agreement dated as of January 15, 2019 (the "A&R Credit Agreement"), which A&R Credit Agreement amended and restated the Original Credit Agreement in its entirety;

WHEREAS, pursuant to that certain Security Agreement, dated as of January 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantor and the Lender, the Grantor granted to the Lender a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined in the Existing Trademark Security Agreement), the Additional Trademark Collateral (as defined below), and all Collateral, in each case whether now owned or existing or hereafter acquired or arising, to secure the payment and performance of all Obligations of the Grantor under the Original Credit Agreement;

WHEREAS, the Grantor and the Lender are entering into that certain First Amendment and Waiver to Amended and Restated Credit Agreement dated as of the date hereof (the "First Amendment"), which First Amendment amends the A&R Credit Agreement to, among other things, increase the Revolving Commitment and extend the Maturity Date (the A&R Credit Agreement, as amended by the First Amendment, and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the parties to the Credit Agreement contemplate and intend that the Lender shall have all rights of a secured party in and to the Trademark Collateral and the Additional Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of Grantor's right, title and interest in such Trademark Collateral and Additional Trademark Collateral; and

WHEREAS, pursuant to the Credit Agreement and the Security Agreement, the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor agrees as follows:

Section 1. Grant of Security Interest in Additional Trademark Collateral

As security for the Secured Obligations, the Grantor hereby grants to the Lender, a security interest in all of Grantor's right, title and interest in, to and under the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Additional Trademark Collateral").

Section 2. Security for Secured Obligations

This Agreement secures, and the Additional Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 3. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Additional Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 4. Recordation

The Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 5. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Supplemental Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BA SPORTS NUTRITION, LLC

By: 
Name: Thomas Hadley
Title: Chief Financial Officer

LENDER:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: _____
Name: Stephen J. Marra
Title: Authorized Officer

IN WITNESS WHEREOF, the Grantor has caused this Supplemental Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

BA SPORTS NUTRITION, LLC

By: _____
Name:
Title:

LENDER:

JPMORGAN CHASE BANK, N.A.,
as Lender

By: Stephen J. Marra
Name: Stephen J. Marra
Title: Authorized Officer

[BA Sports/JPM - Signature Page to Supplemental Trademark Security Agreement]

SCHEDULE A
TO
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARKS

Name of Grantor	Trademark	Serial Number	Application Filing Date
BA Sports Nutrition, LLC	EDGE	88359012	March 27, 2019
BA Sports Nutrition, LLC	BODYARMOR SUPERDRINK	88285032	January 31, 2019
BA Sports Nutrition, LLC	BODYARMOR SUPERDRINK EDGE	88285039	January 31, 2019
BA Sports Nutrition, LLC	BODYARMOR SUPERDRINK ONE	88285036	January 31, 2019

82174783v.5