

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581794

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wilson Sporting Goods Co.		06/17/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust (London) Limited		
Street Address:	1 King's Arms Yard		
Internal Address:	3rd Floor		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	EC2R 7AF		
Entity Type:	Private Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	72431604	DURA-LON	
Serial Number:	72155541	DYNAPOWER	
Serial Number:	88030461	DYNA POWER	
Serial Number:	72304726	POINTMAKER	
Serial Number:	73361279	PRO STAFF	
Serial Number:	73670069	PROFILE	
Serial Number:	88348273	PROFILE	
Serial Number:	87449577	WILSON STAFF	
Serial Number:	87449646	WILSON STAFF	
Serial Number:	72134771	STAFF	
Serial Number:	75001895	STAFF	
Serial Number:	72261544	THE A2000	
Serial Number:	88272481	A2000	
Serial Number:	88257106	A2000	
Serial Number:	72424216	W	
Serial Number:	72424461	W	
Serial Number:	73341311	W	
Serial Number:	72151452	X-31	

OP \$490.00 72431604

Property Type	Number	Word Mark
Serial Number:	88682430	WILSON LIVE

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 2129061209

Email: jessica.bajada-silva@lw.com

Correspondent Name: LATHAM & WATKINS LLP,C/O J. Bajada-Silva

Address Line 1: 885 Third Ave

Address Line 4: New York City, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	048012-0058
NAME OF SUBMITTER:	Jessica Bajada-Silva
SIGNATURE:	/s/ Jessica Bajada-Silva
DATE SIGNED:	06/17/2020

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 17, 2020 (this “Agreement”), is made by each of the signatories hereto indicated as a Grantor (each a “Grantor” and collectively, the “Grantors”) in favor of Wilmington Trust (London) Limited, as security agent for the Secured Parties (in such capacity and together with its successors and assigns in such capacity, the “Agent”).

WHEREAS, pursuant to that certain Senior Facilities Agreement dated as of March 20, 2010 by and among, *inter alia*, Mascot Midco 1 Oy, Mascot Bidco Oy (“Company”), Mascot Bidco Canada Inc. (“Canada Bidco”), Mascot Bidco Canada Inc. and Mascot Bidco Oy (as the “Borrowers”), the other Guarantors party thereto from time to time, J.P. Morgan Europe Limited, as Senior Agent, and the other parties from time to time party thereto (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the “Facilities Agreement”), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein, to the Borrower; and

WHEREAS, pursuant to that certain Accession Deed, dated as of June 17, 2020, by and among, each Grantor, the Senior Agent, the Agent and the other Persons party thereto, each Grantor agreed to accede to the Facilities Agreement as an ‘Additional Obligor’ and an ‘Additional Guarantor’;

WHEREAS, it is a condition precedent to each Grantor becoming an ‘Additional Obligor’ and an ‘Additional Guarantor’ under the Facilities Agreement and to the obligation of the Lenders to continue to make their respective extensions of credit to the Borrowers under the Facilities Agreement that the Grantors shall have, among other things, executed and delivered a Collateral Agreement dated as of June 17, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”) between each of the Grantors and the Agent, pursuant to which each of the Grantors assigned, transferred and granted to the Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Collateral Agreement, each Grantor agreed to execute and this Agreement, in order to record the security interest granted to the Agent for the benefit of the Secured parties with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms

Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Collateral Agreement, and if not defined therein, shall have the respective meanings given thereto in the Facilities Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral

SECTION 2.1 Grant of Security. Each Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent, for the benefit of the Secured Parties, a security interest in, all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and

performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations:

The Precor trademarks and Wilson Brand, and with respect to any and all of the foregoing: (i) all registrations and applications for registration thereof including, without limitation, the registrations and applications listed in Schedule A attached hereto, (ii) all extension and renewals thereof, (iii) all of the goodwill of the business connected with the use of and symbolized by any of the foregoing, (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, or other violation thereof, (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages and proceeds of suit now or hereafter due and/or payable with respect thereto, and (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world.

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the Secured Parties pursuant to the Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall control.

Section 3.1, Section 4.1 and Section 6.1 of the Collateral Agreement shall apply to this Agreement with respect to each Grantor, *mutatis mutandis*.

SECTION 4. Governing Law

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTERESTS).

SECTION 5. Counterparts

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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

WILSON SPORTING GOODS CO.,

as Grantor

By: [Signature]
Name: Joseph W. Dudy
Title: President

STATE OF _____)

) ss.

COUNTY OF _____)

On this ____ day of _____, _____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of _____, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

AMER SPORTS INTERNATIONAL OY

By: _____
Name: _____
Title: _____

STATE OF _____)

) ss.

COUNTY OF _____)

Grantor

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

WILSON SPORTING GOODS CO.,

as Grantor

By: _____
Name: _____
Title: _____

STATE OF _____)

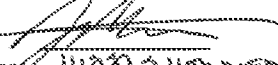
) ss.

COUNTY OF _____)

On this _____ day of _____, _____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of _____, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation. ¹

Notary Public

AMER SPORTS INTERNATIONAL OY

By: 
Name: JUSSI HILTUNEN
Title: DIRECTOR

STATE OF _____)

) ss.


COUNTY OF _____)

Grantor

On this ____ day of _____, ____ before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing Trademark Security Agreement on behalf of _____, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.

Accepted and Agreed:

WILMINGTON TRUST (LONDON) LIMITED,
as Agent




By: 
Name: _____
Title: _____

Candice De Reyck
Vice President


SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT


TRADEMARK REGISTRATIONS AND APPLICATIONS

	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
1.	DURA-LON	72431604	08/03/1972	970647	10/16/1973	Wilson Sporting Goods Co.
2.	DYNA POWER	72155541	10/19/1962	756368	9/10/1963	Wilson Sporting Goods Co.
3.	DYNA POWER	88030461	07/09/2018	5789526	06/25/2019	Wilson Sporting Goods Co.
4.	POINTMAKER	72304726	08/08/1968	875555	08/26/1969	Wilson Sporting Goods Co.
5.	PRO STAFF	73361279	04/23/1982	1230083	03/08/1983	Wilson Sporting Goods Co.
6.	PROFILE	73670069	07/06/1987	1510263	10/23/1988	Wilson Sporting Goods Co.
7.	PROFILE	88348268 ITU	03/20/2019			Wilson Sporting Goods Co.
8.	PROFILE	88348273	03/20/2019	6011454	03/17/2020	Wilson Sporting Goods Co.
9.	WILSON STAFF	87449577	05/15/2017	5364016	12/26/2017	Wilson Sporting Goods Co.

10.	WILSON STAFF (stylized) <i>Wilson Staff</i>	87449646	05/15/2017	5368735	01/02/2018	Wilson Sporting Goods Co.
11.	STAFF	72134771	12/27/1961	746855	03/19/1963	Wilson Sporting Goods Co.
12.	STAFF	75001895	10/05/1995	2065836	05/27/1997	Wilson Sporting Goods Co.
13.	THE A2000	72261544	12/27/1966	850518	06/11/1968	Wilson Sporting Goods Co.
14.	A2000	88272481	01/23/2019	5941877	12/24/2019	Wilson Sporting Goods Co.
15.	A2000	88257106	01/10/2019	5781790	06/18/2019	Wilson Sporting Goods Co.
16.	W (stylized) 	72424216	05/12/1972	960796	06/12/1973	Wilson Sporting Goods Co.
17.	W (stylized) 	72424461	05/12/1972	964730	07/24/1973	Wilson Sporting Goods Co.
18.	W (stylized) 	73341311	12/11/1981	1221859	12/28/1982	Wilson Sporting Goods Co.

19.	X-31	759581	08/17/1962	72151452	11/05/1963	Wilson Sporting Goods Co.
20.	WILSON LIVE WILSON LIVE	88682430	11/06/2019	N/A	N/A	Wilson Sporting Goods Co.
21.	T.E. WILSON T.E. WILSON	88486622	06/24/2019	N/A	N/A	Wilson Sporting Goods Co.
22.	THOS. E. WILSON THOS. E. WILSON	88486605	06/24/2019	N/A	N/A	Wilson Sporting Goods Co.

	Mark	Serial No.	Filing Date	Registration No.	Registration Date	Owner
23.	GROUND EFFECTS GROUND EFFECTS	75561386	09/28/1998	2299834	12/14/1999	Amer Spots International Oy
24.	MOVE BEYOND MOVE BEYOND	76359438	01/16/2002	2754123	08/19/2003	Amer Spots International Oy
25.	PRECOR HOME FITNESS PRECOR HOME FITNESS	78623974	05/05/2005	3118441	07/18/2006	Amer Spots International Oy
26.	CROSSRAMP CROSSRAMP	76014028	03/31/2000	2433605	03/06/2001	Amer Spots International Oy
27.		75355790	09/10/1997	2169751	06/30/1998	Amer Spots International Oy
28.	EFX	75319367	07/03/1997	2152618	04/21/1998	Amer Spots International Oy
29.	PRECOR	77919495	01/25/2010	4056916	11/15/2011	Amer International Sports Oy
30.	PRECOR	86512942	01/23/2015	4803698	09/01/2015	Amer International Sports Oy
31.	PRECOR	88177885	11/01/2018	5947486	12/31/2019	Amer International Sports Oy

32.	PRECOR	73432663	06/30/1983	1282674	06/19/1983	Amer International Sports Oy
33.	PRECOR	78745723	11/02/2005	3118453	07/18/2006	Amer International Sports Oy
34.	PRECOR and design 	77607558	11/05/2008	3642753	06/23/2009	Amer International Sports Oy