

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM586550

| | | | |
|-----------------------------------|----------------------------|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| BOOMBAH, INC. | | 07/14/2020 | Corporation: ILLINOIS |
| RECEIVING PARTY DATA | | | |
| Name: | JPMORGAN CHASE BANK, N.A. | | |
| Street Address: | 10 S. Dearborn | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60603 | | |
| Entity Type: | Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 25 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3147246 | BOOMBAH | |
| Registration Number: | 4056286 | BOOMBAH | |
| Registration Number: | 3923962 | BB | |
| Registration Number: | 4519058 | CANNON | |
| Registration Number: | 4519059 | XPLODE | |
| Registration Number: | 4519060 | XRT | |
| Registration Number: | 4630692 | BOOMBAH PERFORMANCE | |
| Registration Number: | 4630693 | BOOMBAH FIT | |
| Registration Number: | 4923098 | TSUNAMI | |
| Registration Number: | 4817812 | DEFCON | |
| Registration Number: | 5031788 | BANSHEE | |
| Registration Number: | 5032013 | BE WHAT NO ONE ELSE IS. GIVE WHAT NO ONE | |
| Registration Number: | 5075208 | VELOCI | |
| Registration Number: | 5429915 | BB BOOMBAH BLAST | |
| Registration Number: | 5413900 | BOOMBAH FASTPITCH | |
| Registration Number: | 5413899 | BOOMBAH BASEBALL | |
| Registration Number: | 5519171 | BOOMBAH INK | |
| Registration Number: | 5805226 | OFFSEASON'S GREETINGS | |
| Registration Number: | 5821865 | AUSPEX | |

OP \$640.00 3147246

| Property Type | Number | Word Mark |
|----------------------|---------|-----------|
| Registration Number: | 5160258 | DEFCON |
| Registration Number: | 5505872 | VALKYRIE |
| Registration Number: | 5518118 | BOOMBAH |
| Registration Number: | 5715040 | BB |
| Registration Number: | 5715043 | BOOMBAH |
| Registration Number: | 5726764 | BB |

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.

Phone: 800-874-8820
Email: i.jackson@wolterskluwer.com
Correspondent Name: Ida Jackson
Address Line 1: 555 Capitol Mall
Address Line 2: Ste 1150
Address Line 4: Sacramento, CALIFORNIA 95814

| | |
|---------------------------|--------------------|
| NAME OF SUBMITTER: | Magdalena Lazarz |
| SIGNATURE: | /Magdalena Lazarz/ |
| DATE SIGNED: | 07/14/2020 |

Total Attachments: 8
source=Boombah trademark cover sheet 2#page1.tif
source=Boombah trademark cover sheet 2#page2.tif
source=Boombah trademark cover sheet 2#page3.tif
source=Boombah trademark cover sheet 2#page4.tif
source=Boombah trademark cover sheet 2#page5.tif
source=Boombah trademark cover sheet 2#page6.tif
source=Boombah trademark cover sheet 2#page7.tif
source=Boombah trademark cover sheet 2#page8.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

BOOMBAH, INC.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: ILLINOIS
 Other _____

Citizenship (see guidelines) United States

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 7/14/2020

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: JPMORGAN CHASE BANK, N.A.

Street Address: 10 S. Dearborn

City: Chicago

State: IL

Country: USA Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship USA
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A attached to Trademark Security Agreement

See Schedule A attached to the Trademark Security Agreement

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached to the Trademark Security Agreement

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Magdalena Lazarz

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3408

Docket Number: _____

Email Address: mlazarz@chapman.com

6. Total number of applications and registrations involved:

25

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ Magdalena Lazarz

7/14/2020

Signature

Date

Magdalena Lazarz

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Guidelines for Completing Trademarks Cover Sheets (PTO-1594)

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name, Address, Legal Entity Type, and Citizenship of Assignee.

Enter the name and complete address of the first party receiving the interest. If there is more than one receiving party, check the "Yes" box to indicate that additional information is attached and write the wording "See additional sheet" on the citizenship line. On a separate sheet, provide all of the necessary information about the other receiving parties, as explained below. If the receiving party is an **individual**, check the "Individual" box and enter the citizenship of the receiving individual. If the receiving party is a **legal entity**, i.e., corporation, association, limited partnership, etc., designate the legal entity and citizenship of the receiving party by checking the appropriate box and filling in the citizenship information. If a box is not provided for the legal entity, check the "Other" box and write the nature of the legal entity, e.g., limited liability company, trust, estate, etc., and its citizenship. **Information about the entity type and citizenship is mandatory.**

The citizenship of a legal entity is as follows: for a *corporation*, it is the U.S. state (or foreign country) of incorporation; for an *association*, it is the U.S. state (or foreign country) under which it is organized; for a *partnership* or *joint venture*, it is the U.S. state (or foreign country) under which it is organized, etc. In addition, for a *domestic* partnership or *domestic* joint venture, the cover sheet must include the names, legal entities, and national citizenship (or the state or country of organization) of *all* general partners or active members that compose the domestic partnership or domestic joint venture. For a *trust* or *estate*, the same information should be provided. If additional space is needed, check the "Yes" box to indicate that additional information is attached, write the wording "See additional sheet" next to the appropriate entity designation, and provide the required information on the additional sheet.

If the receiving party is not domiciled in the United States, a designation of domestic representative is encouraged. Check the appropriate box to indicate whether or not a designation of domestic representative is attached. Check the "No" box if no information is attached.

Item 3. Nature of Conveyance/Execution Date(s).

Enter the execution date(s) of the document. It is preferable to use the name of the month, or an abbreviation of that name, to minimize confusion over dates. In addition, place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. The "Other" box should be checked if the conveying/receiving party is correcting a previously filed document.

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. The identification of the trademark should be provided for all properties to avoid recordation against the wrong property. A filing date should be provided only when the application or registration number is unknown. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Item 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and registration against which the document is recorded.

Item 8. Payment Information.

Enter the deposit account number and authorized user name to authorize charges.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Recordation Branch, Randolph Square, Room 5D01, 2800 South Randolph Street, Arlington, VA 22206. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450.

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 14, 2020, is made by BOOMBAH, INC., an Illinois corporation (the "Grantor") in favor of JPMorgan Chase Bank, N.A. (the "Lender"), on behalf of and for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of July 14, 2020 (as amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among the Grantor and Boombah Properties, LLC, an Illinois limited liability company (collectively, the "Borrowers" and each, individually, a "Borrower"), the other Loan Parties from time to time party thereto, and the Lender, the Lender has agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantor is party to that certain Security Agreement dated as of July 14, 2020, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to induce the Lender to make extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Borrowers, hereby mortgages, pledges and hypothecates to the Lender on behalf of and for the benefit of the Secured Parties, and grants to the Lender on behalf of and for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all goodwill of the business symbolized by each of the foregoing;
- (c) all licenses of each of the foregoing, whether as licensee or licensor;
- (d) all renewals of each of the foregoing;
- (e) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including without limitation, damages, claims, and payments for past and future infringements thereof;
- (f) all rights to sue for past, present and future infringements of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and
- (g) all rights corresponding to any of the foregoing throughout the world.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender on behalf of and for the benefit of the Secured Parties pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the 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 and to the extent there is a conflict between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall govern and control.

Section 4. Termination. This Trademark Security Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the termination of the Security Agreement in accordance with Section 8.13 of such Security Agreement.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one agreement, and any of the parties hereto may execute this Trademark Agreement by signing any such counterpart. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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

BOOMBAH, INC., as Grantor

By: 

Name: Rick Tollefson

Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT – BOOMBAH, INC.]

ACCEPTED AND AGREED as of the date first above written:

JPMORGAN CHASE BANK, N.A., as Lender

By:


Name: Evelyn Berthold
Title: Authorized Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT - BOOMBAH, INC.]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

| TRADEMARK | REGISTRATION NO. | REGISTRATION DATE |
|---|------------------|-------------------|
| Boombah | 3147246 | 9/26/2006 |
| Boombah | 4056286 | 11/15/2011 |
| Double B mark | 3923962 | 2/11/2011 |
| CANNON | 4519058 | 4/22/2014 |
| XPLODE | 4519059 | 4/22/2014 |
| XRT | 4519060 | 4/22/2014 |
| BOOMBAH PERFORMANCE | 4630692 | 11/4/2014 |
| BOOMBAH FIT | 4630693 | 11/4/2014 |
| TSUNAMI | 4923098 | 3/22/2016 |
| DEFCON | 4817812 | 9/22/2015 |
| BANSHEE | 5031788 | 8/30/2016 |
| Be what no one else is. Give what no one else will. | 5032013 | 8/30/2016 |
| VELOCI | 5075208 | 11/1/2016 |
| BB Boombah Blast | 5429915 | 3/20/2018 |
| BOOMBAH Fastpitch | 5413900 | 2/27/2018 |
| BOOMBAH BASEBALL | 5413899 | 2/27/2018 |
| BOOMBAH INK | 5519171 | 7/17/2018 |
| OFFSEASON'S GREETINGS | 5805226 | 7/16/2019 |
| AUSPEX | 5821865 | 7/30/2019 |
| DEFCON | 3/14/2017 | 5160258 |
| VALKYRIE | 7/3/2018 | 5505872 |
| BOOMBAH | 7/17/2018 | 5518118 |
| BB | 4/2/2019 | 5715040 |
| BOOMBAH | 4/2/2019 | 5715043 |
| BB | 4/16/2019 | 5726764 |