

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610131

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BA Sports Nutrition, LLC		11/20/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	277 Park Avenue, 22nd Fl		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10172		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	5681009	BODYARMOR LYTE SUPERDRINK	
Registration Number:	5492774	HYDRATE YOUR HOME TEAM	
Registration Number:	5081201	SWITCH TO THE #1 NATURAL SPORTS DRINK	
Registration Number:	5246878	BODYARMOR SUPERWATER	
Registration Number:	4717476	UPGRADE YOUR SPORTS DRINK	
Registration Number:	4654617	SUPERIOR HYDRATION	
Registration Number:	4782242	BODYARMOR SUPERDRINK	
Registration Number:	3886570	BODYARMOR	
Serial Number:	88285039	BODYARMOR SUPERDRINK EDGE	
Serial Number:	88892043	BODYARMOR SUPERDRINK EDGE	
Serial Number:	88892025	BODYARMOR SUPERDRINK LYTE	
Serial Number:	88907124	MORE THAN A SPORTS DRINK	
Serial Number:	88285032	BODYARMOR SUPERDRINK	
Serial Number:	88789704	ONLY YOU CAN MAKE YOU BETTER	
Serial Number:	88285036	BODYARMOR SUPERDRINK ONE	
Serial Number:	88817817	MADE FOR MORE	
Serial Number:	88359012	EDGE	
Serial Number:	87066148	BODYARMOR SUPERDRINK LYTE	

CH \$465.00 5681009

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: 6172390567**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
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NAME OF SUBMITTER:	Carla Hines
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SIGNATURE:	/s/ Carla Hines
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DATE SIGNED:	11/20/2020
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Total Attachments: 6

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”) is made as of November 20, 2020 by BA Sports Nutrition, LLC, a Delaware limited liability company (“Grantor”), to and with JPMorgan Chase Bank, N.A. (the “Administrative Agent”).

RECITALS

WHEREAS, Grantor and JPMorgan Chase Bank, N.A., in its capacity as the “Lender” (in such capacity, the “Existing Lender”), were originally parties to that certain Credit Agreement dated as of January 23, 2017, as previously amended (the “2017 Credit Agreement”);

WHEREAS, in connection with the execution and delivery of the 2017 Credit Agreement, Grantor and the Existing Lender entered into (i) that certain Security Agreement dated as of January 23, 2017 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “2017 Security Agreement”), pursuant to which Grantor granted a security interest in certain Collateral (as defined in the 2017 Security Agreement) to the Existing Lender, and (ii) 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 date hereof, the “2017 Trademark Security Agreement”), pursuant to which Grantor granted a security interest in certain Trademark Collateral (as defined in the 2017 Trademark Security Agreement) to the Existing Lender, in each case, as security for the payment and performance of the Secured Obligations under and as defined in the 2017 Credit Agreement;

WHEREAS, Grantor and the Existing Lender subsequently entered into that certain Amended and Restated Credit Agreement dated as of January 15, 2019, as previously amended by that certain First Amendment and Waiver to Amended and Restated Credit Agreement dated as of February 11, 2020 (the “2019 Credit Agreement”), which 2019 Credit Agreement amended and restated the 2017 Credit Agreement in its entirety;

WHEREAS, the Collateral granted pursuant to the 2017 Security Agreement and the Trademark Collateral granted pursuant to the 2017 Trademark Security Agreement continued to secure the Secured Obligations under and as defined in the 2019 Credit Agreement from and after the effective date thereof;

WHEREAS, Grantor and the Existing Lender subsequently entered into that certain Supplemental Trademark Security Agreement dated as of February 11, 2020 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “2020 Trademark Security Agreement”), pursuant to which Grantor granted a security interest in certain Additional Trademark Collateral (as defined in the 2020 Trademark Security Agreement) to the Existing Lender as security for the payment and performance of the Secured Obligations under and as defined in the 2019 Credit Agreement;

WHEREAS, concurrently herewith, Grantor, the Administrative Agent and the Lenders are entering into that certain Second Amended and Restated Credit Agreement dated the date hereof (as the same may be amended, renewed, reaffirmed, restated or extended from time to time, the “Credit Agreement”), which amends and restates the 2019 Credit Agreement in its entirety and provides for, among other things, (a) JPMorgan Chase Bank, N.A. to become the Administrative Agent for the Lenders from time to time party to the Credit Agreement and to assume all administrative and collateral rights and responsibilities of the Existing Lender with respect to the credit facility established under the 2019 Credit Agreement and amended and restated under the Credit Agreement, and (b) all liens and security interests granted to the Existing Lender under the 2017 Credit Agreement and 2019 Credit Agreement and under the “Loan Documents” as referenced in 2017 Credit Agreement and the 2019 Credit Agreement (collectively, the “Existing Loan Documents”) to be assigned to and assumed by the Administrative Agent;

WHEREAS, concurrently herewith, Grantor and the Administrative Agent are entering into that certain Amended and Restated Pledge and Security Agreement dated the date hereof (as the same may be amended, renewed, reaffirmed, restated or extended from time to time, the “Security Agreement”), which amends and restates the 2017 Security Agreement in its entirety;

WHEREAS, Grantor and the Administrative Agent contemplate and intend that the Administrative Agent, on behalf of and for the ratable benefit of itself and the Lenders, shall have all rights of a secured party in and to the Trademark Collateral and Additional Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) 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, Grantor is required to execute and deliver this Agreement, which amends and restates the 2017 Trademark Security Agreement and 2020 Trademark Security Agreement in their entirety.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, Grantor hereby agrees as follows:

1. Defined Terms. Except as otherwise expressly defined herein, all capitalized terms used in this Agreement shall have the meanings ascribed to them in the Security Agreement. Any term used in the Uniform Commercial Code and not defined in this Agreement or the Security Agreement shall have the meaning given to such term in the Uniform Commercial Code.

2. Grant of Security Interest in Trademarks. As security for the Secured Obligations, Grantor hereby grants to the Administrative Agent, on behalf of and for the ratable benefit of itself and the Lenders, a continuing security interest in and lien on all of Grantor’s right, title and interest, whether now existing or hereafter arising or acquired, in, to and under the Trademarks, including but not limited to the Trademarks listed on Exhibit A attached hereto and all goodwill associated with or symbolized by any of such Trademarks (the “Trademark Collateral”).

3. Security for Secured Obligations. This Agreement secures, and the 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.

4. Incorporation by Reference. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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. 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

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

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

7. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

GRANTOR

BA SPORTS NUTRITION, LLC

By:  _____

Name: Thomas Hadley

Title: Chief Financial Officer

ADMINISTRATIVE AGENT

JPMORGAN CHASE BANK, N.A.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have caused this Amended and Restated Trademark Security Agreement to be duly executed as a sealed instrument by their duly authorized representatives all as of the day and year first above written.

GRANTOR

BA SPORTS NUTRITION, LLC

By: _____
Name:
Title:

ADMINISTRATIVE AGENT

JPMORGAN CHASE BANK, N.A.

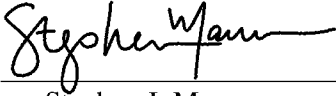
By:  _____
Name: Stephen J. Marra
Title: Authorized Officer

EXHIBIT A

REGISTERED TRADEMARKS

Trademark	Registration Number	Owner
BODYARMOR LYTE SUPERDRINK	5681009	BA Sports Nutrition, LLC
HYDRATE YOUR HOME TEAM	5492774	BA Sports Nutrition, LLC
SWITCH TO THE #1 NATURAL SPORTS DRINK	5081201	BA Sports Nutrition, LLC
BODYARMOR SUPERWATER	5246878	BA Sports Nutrition, LLC
UPGRADE YOUR SPORTS DRINK	4717476	BA Sports Nutrition, LLC
SUPERIOR HYDRATION	4654617	BA Sports Nutrition, LLC
BODYARMOR SUPERDRINK	4782242	BA Sports Nutrition, LLC
BODYARMOR	3886570	BA Sports Nutrition, LLC

TRADEMARK APPLICATIONS

Trademark	Serial Number	Owner
BODYARMOR SUPERDRINK EDGE	88285039	BA Sports Nutrition, LLC
BODYARMOR SUPERDRINK EDGE	88892043	BA Sports Nutrition, LLC
BODYARMOR SUPERDRINK LYTE	88892025	BA Sports Nutrition, LLC
MORE THAN A SPORTS DRINK	88907124	BA Sports Nutrition, LLC
BODYARMOR SUPERDRINK	88285032	BA Sports Nutrition, LLC
ONLY YOU CAN MAKE YOU BETTER	88789704	BA Sports Nutrition, LLC
BODYARMOR SUPERDRINK ONE	88285036	BA Sports Nutrition, LLC
MADE FOR MORE	88817817	BA Sports Nutrition, LLC
EDGE	88359012	BA Sports Nutrition, LLC
BODYARMOR SUPERDRINK LYTE	87066148	BA Sports Nutrition, LLC