

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753601

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UMBRO IP HOLDINGS LLC		08/22/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Collateral Agent		
Street Address:	225 W. WASHINGTON STREET, 9TH FLOOR		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	6719173		
Registration Number:	6719174	UMBRO	
Registration Number:	1091160		
Registration Number:	1359276	UMBRO	
Registration Number:	1399665		
Registration Number:	2277588	UMBRO	
Registration Number:	2319329		
Registration Number:	2319330	UMBRO	
Registration Number:	2389076		
Registration Number:	3808968	UMBRO SPECIALI	
Registration Number:	4736105	UMBRO	
Registration Number:	5196065		
Registration Number:	5237346	UMBRO	
Registration Number:	5237347	UMBRO	
Registration Number:	5237348	UMBRO	
Registration Number:	5237349	UMBRO	
Registration Number:	5509644	UMBRO	
Registration Number:	5509645	UMBRO	
Registration Number:	6356763	UMBRO	
		TRADEMARK	

Property Type	Number	Word Mark
Serial Number:	88732118	UMBRO
Serial Number:	90447656	UMBRO
Serial Number:	97289120	UMBRO AND DOUBLE DIAMOND DESIGN

CORRESPONDENCE DATA

Fax Number: 2028357586

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: 202-835-7500

Email: dcip@milbank.com

Correspondent Name: Javier J. Ramos

Address Line 1: 1850 K Street, NW, Suite 1100

Address Line 2: Milbank, LLP

Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER:	41112.00058
NAME OF SUBMITTER:	Javier J. Ramos
SIGNATURE:	/Javier J. Ramos/
DATE SIGNED:	09/06/2022

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”), effective as of August 22, 2022, is granted by **UMBRO IP HOLDINGS LLC**, a Delaware limited liability company (“**Grantor**”) to **ALTER DOMUS (US) LLC**, a Delaware limited liability company (the “**Collateral Agent**”).

WHEREAS, **UMBRO IP HOLDINGS LLC**, a Delaware limited liability company (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of August 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, possessed or arising and wherever located other than Excluded Property (collectively, the “**Trademark Collateral**”):

- (i) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including the trademarks or trademark applications set forth on Schedule A annexed hereto) and all renewals of such trademark registrations, (collectively, the “**Trademarks**”);
- (ii) all goodwill symbolized by the Trademarks; and
- (iii) all proceeds thereof and the right to sue or otherwise recover for any past, present and future infringement, dilution, or other violation or impairment of any of the Trademarks, including license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement 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.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

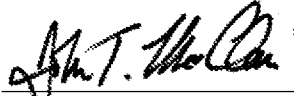
THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

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. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

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

UMBRO IP HOLDINGS LLC,
a Delaware limited liability company

By: 
Name: John McClain
Title: Chief Financial Officer, Vice President and
Treasurer

Accepted and Agreed:

ALTER DOMUS (US) LLC, as the Collateral
Agent

By: 

Name: Winnalynn N. Kantaris

Title: Associate General Counsel

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademarks:

Brand	Country	Mark	App. Date	App. No.	Reg. Date	Reg. No.
Umbro	United States	Double Diamond Design	10/02/2018	88/139,452	05/03/2022	6,719,173
Umbro	United States	UMBRO	10/02/2018	88/139,531	05/03/2022	6,719,174
Umbro	United States	Double Diamond Design	04/24/1973	72/455,459	05/09/1978	1,091,160
Umbro	United States	UMBRO	09/30/1982	73/397,485	09/10/1985	1,359,276
Umbro	United States	Double Diamond Design	06/27/1985	73/545,270	07/01/1986	1,399,665
Umbro	United States	UMBRO	04/20/1998	75/470,753	09/14/1999	2,277,588
Umbro	United States	Double Diamond Design	02/23/1999	75/646,818	02/15/2000	2,319,329
Umbro	United States	UMBRO	02/23/1999	75/646,819	02/15/2000	2,319,330
Umbro	United States	Double Diamond Design	04/20/1998	75/470,752	09/26/2000	2,389,076
Umbro	United States	UMBRO SPECIALI	09/09/2008	77/565,637	06/29/2010	3,808,968
Umbro	United States	UMBRO	11/01/2013	86/107,720	05/12/2015	4,736,105
Umbro	United States	Double Diamond Design	03/04/2015	86/553,486	05/02/2017	5,196,065
Umbro	United States	UMBRO	09/09/2013	86/059,050	07/04/2017	5,237,346
Umbro	United States	UMBRO	09/09/2013	86/059,106	07/04/2017	5,237,347
Umbro	United States	UMBRO	09/09/2013	86/059,118	07/04/2017	5,237,348

Umbro	United States	UMBRO	09/09/2013	86/059,244	07/04/2017	5,237,349
Umbro	United States	UMBRO	05/08/2017	87/440,083	07/03/2018	5,509,644
Umbro	United States	UMBRO	05/08/2017	87/440,133	07/03/2018	5,509,645
Umbro	United States	UMBRO	08/28/2019	88/595,906	05/18/2021	6,356,763

Pending Trademark Applications:

<u>Brand</u>	<u>Country</u>	<u>Mark</u>	<u>App. Date</u>	<u>App. No.</u>
Umbro	United States	UMBRO	12/18/2019	88/732,118
Umbro	United States	UMBRO	01/04/2021	90/447,656
Umbro	United States	UMBRO AND DOUBLE DIAMOND DESIGN	03/01/2022	97/289,120