

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM807130

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY INTEREST	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
'47 BRAND, LLC		04/25/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A.		
Street Address:	100 Federal Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2162917	OLD TIME HOCKEY	
Registration Number:	2214606	OTH	
Registration Number:	2299703	OLD TIME SPORTS	
Registration Number:	2434220	OLD TIME FOOTBALL	
Registration Number:	2434221	OLD TIME BASEBALL	
Registration Number:	3397324	B	
Registration Number:	3343303	ALL GUTS NO GLORY	
Registration Number:	3554965	CAUSEWAY COLLECTION	
Registration Number:	3712731	FAN FAVORITE	
Registration Number:	3586944	FRANCHISE	
Registration Number:	5205191	'47	
Registration Number:	5186718	FORTY SEVEN	
Registration Number:	5146899	47 FORTY SEVEN BRAND	
Registration Number:	4277350	47	
Registration Number:	4223433	47 · FORTY SEVEN · BRAND	
Registration Number:	4239368	FORTY SEVEN	
Registration Number:	5251433	BASEBALL UNITED A CAPSULE COLLECTION BYF	
Registration Number:	5251434	BASEBALL UNITED	
Registration Number:	5223483	LET YOUR YOU OUT	

OP \$715.00 2162917

Property Type	Number	Word Mark
Registration Number:	4930060	CLOSER
Registration Number:	4675235	WE BELIEVE
Registration Number:	5551089	47
Registration Number:	5372594	OTS
Registration Number:	5339770	CLEAN UP
Registration Number:	5364044	LET YOUR YOU OUT
Registration Number:	6083013	'47 DYE HOUSE
Registration Number:	5863237	SCRUM
Serial Number:	97728958	SINCE '47

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: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: Rodney Boulware

Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	1976113
NAME OF SUBMITTER:	Janet S. Wamsley
SIGNATURE:	/Janet S. Wamsley/
DATE SIGNED:	05/01/2023

Total Attachments: 7

source=Trademark Security Interest#page2.tif

source=Trademark Security Interest#page3.tif

source=Trademark Security Interest#page4.tif

source=Trademark Security Interest#page5.tif

source=Trademark Security Interest#page6.tif

source=Trademark Security Interest#page7.tif

source=Trademark Security Interest#page8.tif

Notice of Grant of Security Interest in Trademarks and Copyrights

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS AND COPYRIGHTS, dated as of April 25, 2023 (this "*Notice*"), made by '47 BRAND, LLC, a Delaware limited liability company (the "*Grantor*"), in favor of BANK OF AMERICA, N.A. (together with its successors and assigns, "*BANA*") and BANK OF AMERICA CORPORATION and its subsidiaries and affiliates (BANA and all such secured parties collectively, the "*Bank*").

Reference is made to the Security Agreement, dated as of September 29, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by the Grantor in favor of the Bank. The parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Uniform Commercial Code, as in effect from time to time in Massachusetts (the "*Uniform Commercial Code*").

SECTION 2. *Grant of Security Interest.* The Grantor, pursuant to the Security Agreement, as security for the payment and performance of all obligations set forth thereunder, did, and hereby does, collaterally assign, pledge and grant to the Bank a continuing security interest in all of the Grantor's right, title and interest in, to and under (a) any and all of the trademarks, and the goodwill associated therewith, including those listed on Schedule I, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Trademark Collateral*"); and (b) any and all of the copyrights, including those listed on Schedule II, now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "*Copyright Collateral*");

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any "intent-to-use" applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an "intent-to-use" application prior to such filing would violate the Lanham Act.

SECTION 3. *Security Agreement.* The security interest granted to the Bank herein is granted in furtherance, and not in limitation of, the security interest granted to the Bank pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Trademark Collateral and the Copyright Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Recordation.* The Grantor authorizes the directors of the United States Patent and Trademark Office and the directors of the United States Copyright Office to record this Notice.


SECTION 5. *Counterparts.* This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 6. *Governing Law.* THIS NOTICE IS MADE UNDER AND SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED THEREIN WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. FURTHER, THE LAW OF COMMONWEALTH OF MASSACHUSETTS SHALL APPLY TO ALL DISPUTES OR CONTROVERSIES ARISING OUT OF OR CONNECTED TO OR WITH THIS NOTICE WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

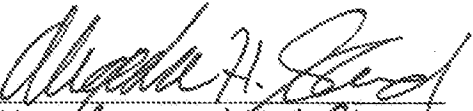
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

'47 BRAND, LLC

By: 
Name: David D'Angelo
Title: Executive Vice President, Treasurer and Secretary

BANK OF AMERICA, N.A.

By: 
Name: Alexander H. Stewart
Title: Senior Vice President

[Signature Page to Notice of Grant of Security Interest in Trademarks and Copyrights]

TRADEMARK
REEL: 008055 FRAME: 0935

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Grantor

Mark	Registration Number	Registration Date
OLD TIME HOCKEY	2162917	6/2/1998
OTH	2214606	12/29/1998
OLD TIME SPORTS	2299703	12/14/1999
OLD TIME FOOTBALL	2434220	3/6/2001
OLD TIME BASEBALL	2434221	3/6/2001
B	3397324	3/18/2008
ALL GUTS NO GLORY	3343303	11/27/2007
CAUSEWAY COLLECTION	3554965	12/30/2008
FAN FAVORITE	3712731	11/17/2009
FRANCHISE	3586944	3/10/2009
'47	5205191	5/16/2017
FORTY SEVEN	5186718	4/18/2017
47 FORTY SEVEN BRAND	5146899	2/21/2017
47	4277350	1/15/2013
47 · FORTY SEVEN · BRAND	4223433	10/9/2012
FORTY SEVEN	4239368	11/6/2012
BASEBALL UNITED A CAPSULE COLLECTION BYFORTY SEVEN BRAND ESTAB. 1947	5251433	7/25/2017
BASEBALL UNITED	5251434	7/25/2017
LET YOUR YOU OUT	5223483	6/13/2017
CLOSER	4930060	4/5/2016
WE BELIEVE	4675235	1/20/2015
47	5551089	8/28/2018
OTS	5372594	1/9/2018
CLEAN UP	5339770	11/21/2017
LET YOUR YOU OUT	5364044	12/26/2017

'47 DYE HOUSE	6083013	6/23/2020
SCRUM	5863237	9/17/2019

<u>Mark</u>	<u>Serial Number</u>	<u>Filing Date</u>
SINCE '47	97728958	12/22/2022

Schedule II
to Notice of Grant of Security Interest in Copyrights

Copyrights Owned by Grantor

<u>Title</u>	<u>Document Number</u>	<u>Publication Date</u>
OLD TIME HOCKEY, Fall Product 1998	VA932306	6/6/1998

3555436.3