## 900778237

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM816071

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BANNER SEVENTEEN, LLC		06/07/2023	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT
Street Address:	10 SOUTH DEARBORN, FLOOR 07
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

### **PROPERTY NUMBERS Total: 35**

Property Type	Number	Word Mark
Registration Number:	1003131	BOSTON CELTICS
Registration Number:	1806185	BOSTON CELTICS
Registration Number:	2001168	BOSTON CELTICS
Registration Number:	2001169	BOSTON CELTICS
Registration Number:	2195362	BOSTON CELTICS
Registration Number:	2503956	BOSTON CELTICS
Registration Number:	2593912	BOSTON CELTICS
Registration Number:	2606814	BOSTON CELTICS
Registration Number:	6072593	C US RISE
Registration Number:	0970431	CELTICS
Registration Number:	2441327	CELTICS
Registration Number:	3678666	CELTICS CLUB GREEN
Registration Number:	2825219	CELTICS PRIDE
Registration Number:	2832204	CELTICS
Registration Number:	2643241	CELTICS
Registration Number:	2540918	CELTICS
Registration Number:	2525562	CELTICS
Registration Number:	2532515	CELTICS
Registration Number:	3678667	CLUB GREEN TRADEMARK

TRADEMARK

**REEL: 008095 FRAME: 0613** 

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Property Type	Number	Word Mark
Registration Number:	0995738	
Registration Number:	2193895	
Registration Number:	5888513	CLTX GAMING
Serial Number:	97447352	BOSTON CELTICS
Serial Number:	97447354	CELTICS
Serial Number:	87718331	CELTICS CROSSOVER GAMING
Serial Number:	87718337	CELTICS CROSSOVER GAMING
Serial Number:	87718340	CELTICS CROSSOVER GAMING
Serial Number:	87718368	CLTX
Serial Number:	87718377	CLTX
Serial Number:	90729342	MAINE CELTICS
Serial Number:	90730394	MAINE CELTICS
Serial Number:	90730407	MAINE CELTICS
Serial Number:	90729339	MAINE CELTICS
Serial Number:	90730694	
Serial Number:	90730701	

### **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

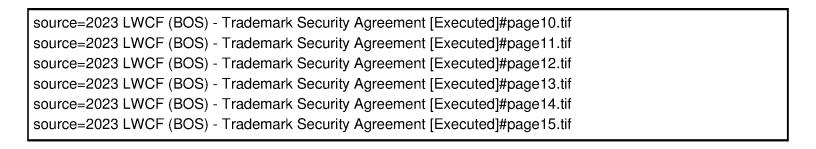
Address Line 1: 1025 Connecticut Ave NW, Suite 712

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER:	2026378
NAME OF SUBMITTER:	Sharif Hamidi
SIGNATURE:	/Sharif Hamidi/
DATE SIGNED:	06/08/2023

### **Total Attachments: 15**

source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page1.tif source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page2.tif source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page3.tif source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page4.tif source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page5.tif source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page6.tif source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page7.tif source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page8.tif source=2023 LWCF (BOS) - Trademark Security Agreement [Executed]#page8.tif



TRADEMARK SECURITY AGREEMENT, dated as of June 7, 2023, between BANNER SEVENTEEN, LLC (the "<u>Grantor</u>") and JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "<u>Collateral Agent</u>").

Reference is made to the Security Agreement dated as of June 7, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between the Grantor and the Collateral Agent. The Purchaser has agreed to extend Advances to the Grantor subject to the terms and conditions set forth in the Note Purchase Agreement dated as of May 5, 2003, as amended and restated by the Fifth Amendment and Restatement Agreement dated as of August 22, 2022 (as further amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"). The obligation of the Purchaser to extend such Advances is conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit to the Grantor pursuant to the Note Purchase Agreement and is willing to execute and deliver this Agreement in order to induce the Purchaser to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. <u>Grant of Security Interest.</u> As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in, to and under any and all of the following assets and properties 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 "<u>Trademark Collateral</u>"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all United States registrations and recordings thereof, and all United States registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks"); and
  - (b) all goodwill associated with or symbolized by the Trademarks.

ACTIVE/123210920.2 [[6069744]] SECTION 3. <u>Security Agreement</u>. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark 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 Agreement, on the one hand, and the Security Agreement, on the other hand, the terms of the Security Agreement shall govern.

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ACTIVE/123210920.2 [[6069744]]

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

BANNER SEVENTEEN, LLC, a Delaware limited liability company
By: Whale
Name: William J//Reissfelder
Title: Executive Vice President and Chief
Financial Officer
JPMORGAN CHASE BANK, N.A., as Collateral Agent,
by
Name:
Title:

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

BANNER SEVENTEEN, LLC, a Delaware limited liability company

By;\_\_\_\_\_\_ Name: Title:

JPMORGAN CHASE BANK, N.A., as Collateral Agent,

Name: Rohan Bhatia Title: Vice President

**REEL: 008095 FRAME: 0619** 

ACTIVE/123210920.2

Massachusetts

Shamrock Design

(USA)

(Boston Celtics Partial Secondary Logo 1998 -

Banner Seventeen, LLC

20 Mar 2015

80585

26 Mar 2015

80585

Registered

Present)

Massachusetts

(USA)

Banner Seventeen, LLC

06 Oct 2017

84863

06 Oct 2017

84863

06 Oct 2027

Registered

# Trademark Description BOSTON CELTICS with Leprechaun, Stick and Ball Design (Global Logo & Primary Icon 1967 - Present) BOSTON CELTICS with Leprechaun, Stick and Ball Design (Global Logo & Primary Icon 1967 - Present) CELTICS (Block Letters - Boston Celtics)

Banner Seventeen, LLC

27 Nov 2012

76547

27 Nov 2012

76547

27 Nov 2027

Registered

Massachusetts

(USA)

Massachusetts

(USA)

Banner Seventeen, LLC

02 Sep 2003

63318

02 Sep 2003

63318

02 Sep 2023

Registered

Jurisdiction

Grantor

App. Date

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Reg. Date

Reg.

Expiration

Status

Date

## TRADEMARKS

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BOSTON CELTICS with Leprechaun, Stick and Ball Design (Global Logo & Primary Icon 1967 - Present)	BOSTON CELTICS with Leprechaun, Stick and Ball Design (Global Logo & Primary Icon 1967 - Present)	BOSTON CELTICS (Block Letters)	BOSTON CELTICS (Block Letters)	Trademark Description
		BOSTON CELTICS	BOSTON CELTICS	Logo/Word Mark
Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Grantor
15 Aug 1995	03 Aug 1992	07 Jun 2022	08 Nov 1972	App. Date
74715752	74301220	97447352	72440648	App. No.
17 Sep 1996	23 Nov 1993	N/A	28 Jan 1975	Reg. Date
2001168	1806185	N/A	1003131	Reg. No.
17 Sep 2026	23 Nov 2023	N/A	28 Jan 2025	Reg. Expiration Date
Registered	Registered	Pending	Registered	Status

USA	USA	USA	USA	Jurisdiction
B C E	BB CC	C L Cel Pre	Bu Ler Bal & F Pre	zion
CELTICS (Block Letters - Boston Celtics)	CELTICS (Block Letters - CELTICS Boston Celtics)	C US RISE (Boston Celtics Tagline 2017 - Present)	BOSTON CELTICS with Leprechaun, Stick and Ball Design (Global Logo & Primary Icon 1967 - Present)	Trademark Description
Letters -	Letters -		ICS with ck and bal Logo	ark lion
CELTICS	CELTICS	C U RISE		Logo/Word Mark
Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Grantor
08 Nov 1972	07 Jun 2022	08 May 2019	04 Oct 2000	App. Date
72440595	97447354	88421130	76147510	App. No.
09 Oct 1973	N/A	09 Jun 2020	13 Aug 2002	Reg. Date
0970431	N/A	6072593	2606814	Reg. No.
09 Oct 2023	N/A	09 Jun 2030	13 Aug 2032	Reg. Expiration Date
Registered	Pending	Registered	Registered	Status

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USA	USA	USA	USA	Jurisdiction
CELTICS w Design (Bo Secondary Present)	CELTICS Letters) (Bo Tagline)	CELTICS CLUI (Block Letters) Celtics Tagline)	CELTICS (Stylized Shamrock Design (Boston Celtics Gl Logo 1946 - 1950)(	Tro De
CELTICS with Shamrock Design (Boston Celtics Secondary Logo 1998 - Present)	CELTICS PRIDE (Block Letters) (Boston Celtics Tagline)	CELTICS CLUB GREEN (Block Letters) (Boston Celtics Tagline)	CELTICS (Stylized) with Shamrock Design (Boston Celtics Global Logo 1946 - 1950)(HWC)	Trademark Description
	CELTICS PRIDE	CELTICS Banner CLUB GREEN Seventeen,		Logo/Word Mark
Banner Seventeen, LLC	Banner Seventeen, LLC		Banner Seventeen, LLC	Grantor
09 Dec 1998	08 Apr 2003	08 Aug 2008	30 Jun 1998	App. Date
75602072	78235239	77542337	75511160	App. No.
13 Apr 2004	23 Mar 2004	08 Sep 2009	03 Apr 2001	Reg. Date
2832204	2825219	3678666	2441327	Reg. No.
13 Apr 2024	23 Mar 2024	08 Sep 2029	03 Apr 2031	Reg. Expiration Date
Registered	Registered	Registered	Registered	Status

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NSA I	USA I	usa I	USA I	Jurisdiction
CELTICS with Shamrock Design (Boston Celtics Secondary Logo 1998 - Present)	CELTICS with Shamrock Design (Boston Celtics Secondary Logo 1998 - Present)	CELTICS with Shamrock Design (Boston Celtics Secondary Logo 1998 - Present)	CELTICS with Shamrock Design (Boston Celtics Secondary Logo 1998 - Present)	Trademark Description
amrock Seltics 1998 -	amrock Seltics 1998 -	amrock Seltics 1998 -	amrock Seltics 1998 -	erk on
				Logo/Word Mark
Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Grantor
09 Dec 1998	09 Dec 1998	09 Dec 1998	09 Dec 1998	App. Date
75603410	75602073	75602066	75602057	App. No.
22 Jan 2002	01 Jan 2002	19 Feb 2002	29 Oct 2002	Reg. Date
2532515	2525562	2540918	2643241	Reg. No.
22 Jan 2032	01 Jan 2032	19 Feb 2032	29 Oct 2032	Reg. Expiration Date
Registered	Registered	Registered	Registered	Status

USA	USA	USA	USA	4
				Jurisdiction
CELTICS CROSSOV GAMING with Leprechaun Head Design (Boston Celtic eSports Global Logo 2017 - Present)	Leprechau Walking S Design (B Partial Glc	Leprechau Walking S Design (B Partial Glc	CLUB GREEN	
CELTICS CROSS GAMING with Leprechaun Head Design (Boston Co Sports Global Lo 2017 - Present)	haun M y Stick (Bosto Global I nt)	haun M y Stick (Bosto Global I nt)	REEN	Trademark Description
SSOVER ad Celtics Logo	Leprechaun Man, Pipe, Walking Stick and Ball Design (Boston Celtics Partial Global Logo 1978 - Present)	Leprechaun Man, Pipe, Walking Stick and Ball Design (Boston Celtics Partial Global Logo 1978 - Present)		mark ption
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Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	G
			en,	Grantor
12 Dec 2017	19 Nov 1997	08 Nov 1972	08 Aug 2008	App. Date
2017	1997	1972	2008	Date
87718331	75392653	72440534	7754	
8331	2653	0534	77542346	App. No.
N/A	06 Oct 1998	15 Oct 1974	08 Sep	Reg
	1998	1974	Sep 2009	Reg. Date
N/A	2193895	0995738	3678667	
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N/A	06	15	08	
<b>P</b>	06 Oct 2028	15 Oct 2024	08 Sep 2029	Reg. Expiration Date
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USA	USA	USA	USA	Jurisdiction
CLTX with Shamrock Design (Boston Celtics eSports Alternate Wordmark 2017 - Present)	CLTX GAMING (Boston Celtics eSports Wordmark 2018 - Present)	CELTICS CROSSOVER GAMING with Leprechaun Head Design (Boston Celtics eSports Global Logo 2017 - Present)	CELTICS CROSSOVER GAMING with Leprechaun Head Design (Boston Celtics eSports Global Logo 2017 - Present)	Trademark Description
*	CLTX GAIMING Banner Sevente LLC	CELLACON DE CONTROL CO	RELITES CRUSS CITE	Logo/Word Mark
Banner Seventeen, LLC	en,	Banner Seventeen, LLC	Banner Seventeen, LLC	Grantor
12 Dec 2017	07 Sep 2018	12 Dec 2017	12 Dec 2017	App. Date
87718368	88109268	87718340	87718337	App. No.
N/A	22 Oct 2019	WA	WA	Reg. Date
N/A	5888513	N/A	N/A	Reg. No.
N/A	22 Oct 2029	NA	NA	Reg Expiration Date
Pending	Registered	Pending	Pending	Status

USA	USA	USA	USA	Jurisdiction
MAINE CELTICS with Lobster Claw and Ball Design (Secondary Logo 2021 - Present)	MAINE CELTICS with Lobster and Ball Design (Global Logo and Primary Icon 2021 - Present)	MAINE CELTICS with Lobster and Ball Design (Global Logo and Primary Icon 2021 - Present)	CLTX with Shamrock Design (Boston Celtics eSports Alternate Wordmark 2017 - Present)	Trademark Description
			<b>\$</b>	Logo/Word Mark
Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Grantor
27 May 2021	27 May 2021	27 May 2021	12 Dec 2017	App. Date
90730394	90729342	90729339	87718377	App. No.
WA	WA	WA	WA	Reg. Date
N/A	N/A	N/A	N/A	Reg. No.
N/A	NA	N/A	N/A	Reg Expiration Date
Pending	Pending	Pending	Pending	Status

USA	USA	USA	USA	Jurisdiction
Lobster Claw and Ball Design (Maine Celtics Secondary Logo 2021 - Present)	MAINE CELTICS with Lobster and Ball Design (Global Logo and Primary Icon 2021 - Present)	MAINE CELTICS with Lobster and Ball Design (Global Logo and Primary Icon 2021 - Present)	MAINE CELTICS with Lobster Claw and Ball Design (Secondary Logo 2021 - Present)	Trademark Description
0				Logo/Word Mark
Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Banner Seventeen, LLC	Grantor
24 May 2021	27 May 2021	27 May 2021	27 May 2021	App. Date
90730694	90729342	90729339	90730407	App. No.
WA	N/A	WA	WA	Reg. Date
N/A	N/A	N/A	N/A	Reg. No.
N/A	N/A	N/A	N/A	Reg Expiration Date
Pending	Pending	Pending	Pending	Status

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Lobster C Design (M Secondar Present)	<b>9</b>
law an aine C / Logo	Trademark Description
Lobster Claw and Ball Design (Maine Celtics Secondary Logo 2021 Present)	ark
	Logo M
	Logo/Word Mark
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Banner Seventeen, LLC	Gra
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**RECORDED: 06/08/2023**