TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM332522

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tap Manufacturing LLC		02/06/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Orix Corporate Capital Inc., as agent	
Street Address:	1717 Main Street, Suite 1100	
Internal Address:	Attn: Mark Campbell	
City:	Dallas	
State/Country:	TEXAS	
Postal Code:	75201	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86009459	POISON SPYDER CUSTOMS

CORRESPONDENCE DATA

Fax Number: 3026365454

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: 800-927-9801 x 62348 Email: jpaterso@cscinfo.com

Corporation Service Company **Correspondent Name:**

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	507144	
NAME OF SUBMITTER:	Jean Paterson	
SIGNATURE:	/jep/	
DATE SIGNED:	02/18/2015	

Total Attachments: 3

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> **TRADEMARK** REEL: 005461 FRAME: 0976

900316127

SECOND SUPPLEMENT TO GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

This Second Supplement to Grant of Security Interest in United States Trademarks (this "Supplement") is made as of the 6th day of February, 2015 by each of **TAP WORLDWIDE**, **LLC**, a Delaware limited liability company ("<u>TAP Worldwide</u>"), and **TAP MANUFACTURING**, **LLC**, a Delaware limited liability company ("<u>TAP Manufacturing</u>") (TAP Worldwide and TAP Manufacturing are hereinafter referred to, individually, as a "<u>Grantor</u>" and, collectively, as the "<u>Grantors</u>") in favor of **ORIX CORPORATE CAPITAL INC**., as Administrative Agent and Collateral Agent (the "<u>Grantee</u>").

WHEREAS, the Grantors executed and delivered a Grant of Security Interest in United States Trademarks dated July 20, 2011 and recorded with the United States Patent and Trademark Office (the "<u>USPTO</u>") on July 22, 2011 at Reel 4588, Frame 0919 (as amended of record from time to time, hereinafter, the "<u>Grant</u>") in favor of the Grantee, pursuant to which the Grantors pledged, assigned and granted a security interest in certain Marks (as defined therein);

WHEREAS, the Grantors executed and delivered a First Supplement to Grant of Security Interest in United States Trademarks dated September 30, 2014 and recorded with the USPTO on October 2, 2014 at Reel 5372, Frame 0257 in favor of the Grantee, pursuant to which the Grantors pledged, assigned and granted a security interest in certain Marks; and

WHEREAS, the Tap Manufacturing has acquired an additional Mark and desires to hereby confirm the pledge of, and the grant of a security interest in, the additional Mark in favor of the Grantee.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and benefits to be derived herefrom, it is hereby agreed as follows:

- 1. <u>Definitions</u>. All capitalized terms herein and not otherwise defined shall have the same meaning herein as in the Grant.
- 2. <u>Supplement to Schedule A.</u> <u>Schedule A</u> to the Grant is hereby supplemented, but not replaced, by <u>Schedule A-2</u> annexed hereto.

3. Miscellaneous:

- a. Except as provided herein, all terms and conditions of the Grant remain in full force and effect. The Grantors hereby ratify, confirm and reaffirm all of the representations, warranties and covenants contained therein.
- b. This Supplement and the Grant cover the entire understanding of the parties with respect to the matters set forth herein and supersede all prior discussions and negotiations hereon.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW.

3743639 7006935 IN WITNESS WHEREOF, the undersigned has executed this Supplement as of the date first written above.

TAP WORLDWIDE, LLC, as Grantor

By:

Name: Title:

TAP MANUFACTURING, LLG, as Grantor

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By:____ Name:

Title:

SIGNATURE PAGE
SECOND SUPPLEMENT TO GRANT OF SECORTY INTEREST IN ONITIED STATES TRADEMARKS

SCHEDULE A-2

	Application/Serial	Registration/Filing <u>Date</u>	Owner
POISON SPYDER CUSTOMS	86/009,459	July 12, 2013	Tap Manufacturing, LLC

TRADEMARK REEL: 005461 FRAME: 0979

RECORDED: 02/18/2015