

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346353

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Backcountry.com, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
Motosport, LLC		06/30/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	MEDLEY CAPITAL LLC		
Street Address:	375 Park Avenue, Suite 3304		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10152		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 38			
Property Type	Number	Word Mark	
Serial Number:	86631747	BASIN + RANGE	
Serial Number:	86631752	BASIN + RANGE	
Registration Number:	4699743	WHISKEY MILITIA	
Serial Number:	86196828	FILGUARD	
Registration Number:	4572520		
Serial Number:	86138617	BACKCOUNTRY.COM	
Registration Number:	4422090	PRIVATE STASH	
Registration Number:	4422074		
Registration Number:	4418211	MERLIN	
Registration Number:	4586774	COMPETITIVE CYCLIST	
Registration Number:	4586773	COMPETITIVE CYCLIST	
Registration Number:	4367951	DOGFUNK	
Registration Number:	4151685	CYCLESPOORT	
Registration Number:	4032810	CITY CYCLE	
Registration Number:	3922768	LEADERBOARD	
Registration Number:	3836095	DEPARTMENT OF GOODS	
Registration Number:	3881817	MOTOSPORT	

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Property Type	Number	Word Mark
Registration Number:	3891836	HUCKN ROLL
Registration Number:	3826039	CENTER OF GEAR KNOWLEDGE
Registration Number:	3832683	REALCYCLIST.COM
Registration Number:	3822757	BROCIETY
Registration Number:	4303136	STOIC
Registration Number:	4313281	STOIC
Registration Number:	3822754	BROCIETY
Registration Number:	3707987	SIPHON
Registration Number:	3779158	BONKTOWN
Registration Number:	3598089	TRAMDOCK
Registration Number:	3557166	MOTOSPACE
Registration Number:	3696630	CHAINLOVE
Registration Number:	3707404	TURNER PERFORMANCE PRODUCTS
Registration Number:	3707403	TURNER PERFORMANCE PRODUCTS
Registration Number:	3707395	HP TOOLS
Registration Number:	3618257	KRIEG
Registration Number:	3434921	WHISKEY MILITIA
Registration Number:	3434913	WHISKEY MILITIA
Registration Number:	3219427	BACKCOUNTRY.COM > OUTLET
Registration Number:	3167553	STEEPANDCHEAP
Registration Number:	3243545	BACKCOUNTRY.COM

CORRESPONDENCE DATA

Fax Number: 2129692900

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: 212-969-3000

Email: trademark@proskauer.com

Correspondent Name: Jenifer deWolf Paine

Address Line 1: Proskauer Rose LLP

Address Line 2: Eleven Times Square

Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 51494-080

NAME OF SUBMITTER: Jenifer deWolf Paine

SIGNATURE: /Jenifer deWolf Paine/

DATE SIGNED: 06/30/2015

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June, 2015, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and MEDLEY CAPITAL LLC ("Medley"), in its capacity as agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement dated as of June 30, 2015 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Backcountry.com, LLC, a Delaware limited liability company (the "Lead Borrower"), and, together with the other entities party thereto as borrowers and any person that may from time to time become a party thereto as a borrower, each individually a "Borrower" and collectively, "Borrowers"), certain affiliates of Borrowers, the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that the Grantors shall have executed and delivered to Agent, for the benefit of the Secured Parties, the Security Agreement, dated as of June 30, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of interpretation set forth in Section 1.2 of the Security Agreement, which rules of interpretation are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Trademark License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of any proceeding under any Debtor Relief Law involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally

as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 10.9 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BACKCOUNTRY.COM, LLC

By: _____
Name: William H. Mitchell
Title: Chief Financial Officer

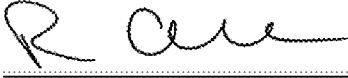
MOTOSPORT, LLC






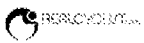
By: _____
Name: William H. Mitchell
Title: Chief Financial Officer





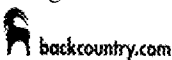
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005565 FRAME: 0653

ACCEPTED AND ACKNOWLEDGED BY
AGENT:
MEDLEY CAPITAL LLC, as Agent,
a Delaware limited liability company











By: 
Name: Richard T. Allorto
Title: CFO

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
BASIN + RANGE and Design 	Backcountry.com, Inc.	5/15/2015	Pending Intent to Use	86631747
BASIN + RANGE	Backcountry.com, Inc.	5/15/2015	Pending Intent to Use	86631752
WHISKEY MILITIA and Design 	Backcountry.com, Inc.	8/1/2014	Registered	4699743
FILGUARD	Motosport, LLC	2/18/2014	Published (Pending)	86196828
Design Only 	Backcountry.com, Inc.	7/22/2014	Registered	4572520
BACKCOUNTRY.COM	Backcountry.com, Inc.	12/9/2013	Pending	86138617
PRIVATE STASH	Backcountry.com, Inc.	10/22/2013	Registered	4422090
Design Only 	Backcountry.com, Inc.	10/22/2013	Registered	4422074
MERLIN	Backcountry.com, Inc.	10/15/2013	Registered	4418211
COMPETITIVE CYCLIST and Design 	Backcountry.com, Inc.	8/19/2014	Registered Partial Section 2(F)	4586774
COMPETITIVE CYCLIST	Backcountry.com, Inc.	8/19/2014	Registered Partial Section 2(F)	4586773
DOGFUNK	Backcountry.com, Inc.	7/16/2013	Registered	4367951
CYCLESPORT	Motosport, LLC	5/29/2012	Registered	4151685
CITY CYCLE	Motosport, LLC	9/27/2011	Registered	4032810
LEADERBOARD	Backcountry.com, Inc.	2/22/2011	Registered	3922768
DEPARTMENT OF GOODS	Backcountry.com, Inc.	8/17/2010	Registered	3836095
MOTOSPORT	Motosport, LLC	11/23/201	Registered	3881817
HUCKN ROLL	Backcountry.com, Inc.	12/21/2010	Registered	3891836
CENTER OF GEAR KNOWLEDGE	Backcountry.com, Inc.	7/27/2010	Registered	3826039
REALCYCLIST.COM and Design 	Backcountry.com, Inc.	8/10/2010	Registered	3832683
BROCIETY and Design	Backcountry.com, Inc.	7/20/2010	Registered	3822757

<u>Trademark</u>	<u>Owner</u>	<u>Filing Date</u>	<u>Status</u>	<u>Registration No.</u>
				
STOIC	Backcountry.com, Inc.	3/19/2013	Registered	4303136
S STOIC and Design 	Backcountry.com, Inc.	4/2/2013	Registered	4313281
BROCIETY	Backcountry.com, Inc.	7/20/2010	Registered	3822754
SIPHON	Backcountry.com, Inc.	11/10/2009	Registered	3707987
BONKTOWN	Backcountry.com, Inc.	4/20/2010	Registered	3779158
TRAMDOCK	Backcountry.com, Inc.	3/31/2009	Registered	3598089
MOTOSPACE	Motosport, LLC	1/6/2009	Registered	3557166
CHAINLOVE	Backcountry.com, Inc.	10/13/2009	Registered	3696630
TURNER PERFORMANCE PRODUCTS	Motosport, LLC	11/10/2009	Registered	3707404
TURNER PERFORMANCE PRODUCTS	Motosport, LLC	11/10/2009	Registered	3707403
HP TOOLS	Motosport, LLC	11/10/2009	Registered	3707395
KRIEG	Motosport, LLC	5/12/2009	Registered	3618257
WHISKEY MILITIA and Design 	Backcountry.com, Inc.	5/27/2008	Registered	3434921
WHISKEY MILITIA	Backcountry.com, Inc.	5/27/2008	Registered	3434913
BACKCOUNTRY.COM > OUTLET and Design 	Backcountry.com, Inc.	3/15/2005	Registered	3219427
STEEPANDCHEAP	Backcountry.com, Inc.	11/7/2006	Registered	3167553
BACKCOUNTRY.COM and Design 	Backcountry.com, Inc.	5/22/2007	Registered	3243545

Foreign IP

<u>Trademark</u>	<u>Owner</u>	<u>Country</u>	<u>Status</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
MERLIN	Backcountry.com, Inc.	International Register (Designated countries: Germany and the Republic of Korea)	REGISTRATION (REGISTERED)	1197383	2/19/2014
MERLIN	Backcountry.com, Inc.	Germany (IR)	REGISTRATION (REGISTERED)	1197383	2/19/2014
MERLIN	Backcountry.com, Inc.	Republic of Korea (IR)	Pending grant	1197383	2/19/2014
Design Only	Backcountry.com,	International	REGISTRATION	1199129	2/17/2014

Trademark	Owner	Country	Status	Reg. No.	Reg. Date
	Inc.	Register (Designated countries: China, Germany and the Republic of Korean)	(REGISTERED)		
Design Only 	Backcountry.com, Inc.	China (IR)	Pending grant	1199129	2/17/2014
Design Only 	Backcountry.com, Inc.	Germany (IR)	REGISTRATION (REGISTERED)	1199129	2/17/2014
Design Only 	Backcountry.com, Inc.	Republic of Korea (IR)	REGISTRATION (REGISTERED)	1199129	2/17/2014
Design Only 	Backcountry.com, Inc.	International Register (Designated country: China)	REGISTRATION (REGISTERED)	1161669	11/27/2012
COMPETITIVE CYCLIST and Design 	Backcountry.com, Inc.	China (IR)	Pending grant	1159007	11/27/2012
BERGFREUNDE.DE and Design 	Backcountry.com, Inc.	Austria (IR)	REGISTRATION (REGISTERED)	1118441	1/12/2012
Design Only 	Backcountry.com, Inc.	International Register (Designated country: European Community)	UNPUBLISHED APPLICATION	Based on U.S. Reg. No. 4572520.	
Design Only 	Backcountry.com, Inc.	International Register (Designated country: European Community)	UNPUBLISHED APPLICATION	Based on U.S. Reg. No. 4572520.	
Design Only 	Backcountry.com, Inc.	European Community (IR)	UNPUBLISHED APPLICATION	Based on U.S. Reg. No. 4572520.	