

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM360493

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Christy Sports L.L.C.		10/27/2015	LIMITED LIABILITY COMPANY: COLORADO
RECEIVING PARTY DATA			
Name:	Keybank National Association, as Administrative Agent		
Street Address:	1675 Broadway, Suite 300		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80202		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3931102	THE ALPINEER	
Registration Number:	3067782	CHRISTY SPORTS	
Registration Number:	4651525	D2D	
Registration Number:	4651524	DOOR 2 DOOR	
Registration Number:	4156503	POWDER DAZE	
Registration Number:	4424156	POWDER TOOLS	
Registration Number:	4420739	POWDER TOOLS BOARD SHOP	
Registration Number:	4021553	THE ALPINEER EST. 1969	
Serial Number:	86479490	EL.9600	
Serial Number:	86554875	EL.9600	
CORRESPONDENCE DATA			
Fax Number:	3032238096		
<i>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.</i>			
Phone:	303.223.1296		
Email:	khigginbotham@bhfs.com		
Correspondent Name:	Kacey L. Higginbotham		
Address Line 1:	410 Seventeenth Street, Suite 2200		
Address Line 4:	Denver, COLORADO 80202		

CH \$265.00 3931102

ATTORNEY DOCKET NUMBER:	006433.0317
NAME OF SUBMITTER:	Kacey L. Higginbotham
SIGNATURE:	/kaceylhigginbotham/
DATE SIGNED:	10/29/2015

Total Attachments: 9

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**ASSIGNMENT OF SECURITY INTEREST IN
UNITED STATES PATENTS AND TRADEMARKS**

THIS ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES PATENTS AND TRADEMARKS (this "Agreement"), dated as of October 27, 2015, is made between (i) CHRISTY SPORTS L.L.C., a Colorado limited liability company ("Borrower") and (ii) KEYBANK NATIONAL ASSOCIATION, a national banking association, as administrative agent for the benefit of the Lenders (the "Administrative Agent").

WHEREAS, the Borrower, NEPCS Holdings LLC, a Delaware limited liability company, certain Lenders and the Administrative Agent have entered into a Credit and Security Agreement dated as of the date hereof (as at any time amended, modified or supplemented, the "Credit Agreement") pursuant to which the Lenders agreed to provide financing to the Borrower; and

WHEREAS, pursuant to the Credit Agreement, Borrower has granted to Administrative Agent, for the benefit of the Administrative Agent and the Lenders, a security interest in all of Borrower's present and future assets, including the intellectual property identified below. To secure the full and complete payment of the Secured Obligations and to supplement such security interest in such intellectual property pursuant to the Credit Agreement, the Borrower is executing and delivering this Agreement.

Accordingly, the parties hereto agree as follows:

1. Definitions. All capitalized terms used in this Agreement (including in the recitals hereof) and not otherwise defined herein shall have the meanings given in the Credit Agreement.

2. Security Interest.

(a) Grant of Security Interest. As security for the payment and performance of the Indebtedness, Borrower hereby grants, assigns and conveys to the Administrative Agent, for the benefit of the Lenders, a security interest in all of Borrower's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Borrower now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "Collateral"), but excluding any Excluded Assets:

(i) all patents and patent applications domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any license (including such patents and patent applications as described in Schedule A), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;

(ii) all registered state (including common law) and federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (other than any "intent to use" applications for which a statement of use has not been filed (but only until such statement is filed)), all licenses relating to any of the foregoing (other than any Excluded Assets) and all income and royalties with respect to any licenses (including such marks, names, applications and registrations as described in Schedule B), all rights to sue for past, present or future infringement or unconsented use thereof,

all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(iii) the entire goodwill of or associated with the businesses now or hereafter conducted by Borrower connected with and symbolized by any of the aforementioned properties and assets;

(iv) all commercial tort claims associated with or arising out of any of the aforementioned properties and assets;

(v) all accounts, all intangible intellectual or other similar property and other general intangibles associated with or arising out of any of the aforementioned properties and assets and not otherwise described above, including all license payments and payment under insurance (whether or not the Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing Collateral; and

(vi) all products, proceeds and supporting obligations of or with respect to any and all of the foregoing Collateral.

(b) Continuing Security Interest. Borrower agrees that this Agreement shall create a continuing security interest in the Collateral which shall remain in effect until terminated in accordance with the Credit Agreement.

3. Supplement to Credit Agreement. The terms and provisions of this Agreement are intended as a supplement to the terms and provisions of the Credit Agreement. The rights and remedies of the Administrative Agent and the Lenders with respect to the security interests granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference.

4. Authorization to Supplement. If Borrower shall obtain rights to any new trademarks, any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Agreement shall automatically apply thereto. Without limiting Borrower's obligation under this Section 4, Borrower authorizes the Administrative Agent to modify this Agreement by amending Schedules A or B to include any such new patent or trademark rights. No failure to so amend Schedules A or B shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule A or B.

5. Further Acts. On a continuing basis, at the request of the Administrative Agent, Borrower shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by the Administrative Agent to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Borrower's compliance with this Agreement or to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with United States Patent and Trademark Office (the "PTO") and/or any applicable state

office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the security interest in the Collateral with the PTO, including any modification hereof as provided above, at the expense of the Borrower.

6. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the Borrower, the Lenders and the Administrative Agent and their respective successors and assigns and shall bind any Person who becomes bound as a grantor under this Agreement.

7. Applicable Law. This Agreement, and the transactions evidenced hereby, shall be governed by, and construed under, the internal laws of the State of New York, without regard to principles of conflicts of law, as the same may from time to time be in effect, including, without limitation, the UCC.

8. Entire Agreement; Amendment. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by the written agreement of the parties as provided in the Credit Agreement.

9. Severability. The provisions of this Agreement are independent of, and separable from, each other, and no such provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other such provision may be invalid or unenforceable in whole or in part. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition or unenforceability, and such prohibition or unenforceability shall not invalidate the balance of such provision to the extent it is not prohibited or unenforceable nor render prohibited or unenforceable such provision in any other jurisdiction.

10. Counterparts; Facsimiles. This Agreement may be executed in any number of counterparts, and by the Administrative Agent and the Borrower on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which shall together constitute one and the same Agreement. A counterpart hereof executed and delivered by facsimile or PDF shall be effective as an original for all applicable purposes.

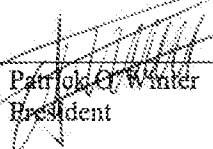
11. Conflict of Terms. Except as otherwise explicitly provided in this Agreement, if any provision contained in this Agreement is in conflict with or inconsistent with any provision in the Credit Agreement, the provision contained in the Credit Agreement shall govern and control, to the extent of such conflict or inconsistency.

[Signature page follows]

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

BORROWER:

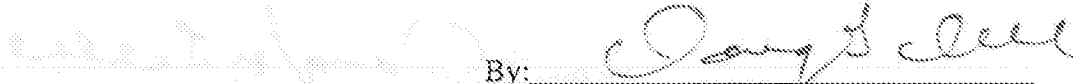
CHRISTY SPORTS L.L.C.

By: 
Name: Patrick O'Winer
Title: President

[Signature Page to Patent and Trademark Security Agreement]

ADMINISTRATIVE AGENT:

KEYBANK NATIONAL ASSOCIATION



By: _____

Name: Douglas L. Dell

Title: Senior Vice President

Address:

1675 Broadway, Suite 300

Denver, CO 80202

Attn: Dru Steinly Chiesa

[Signature Page to Patent and Trademark Security Agreement]

SCHEDULE A

Issued U.S. Patents of the Borrower

None.



Pending U.S. Patent Applications of the Borrower

None.

SCHEDULE B

U.S. Trademarks of the Borrower

Mark	Serial Number	Filing Date	Registrant/Applicant (Current Owner)
THE ALPINEER	RN: 3931102 SN: 85091056	July 22, 2010	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215
CHRISTY SPORTS	RN: 3067782 SN: 78541432	January 3, 2005	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215
D2D	RN: 4651525 SN: 86092852	October 16, 2013	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215
DOOR 2 DOOR	RN: 4651524 SN: 86092825	October 16, 2013	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215
POWDER DAZE	RN: 4156503 SN: 85242482	February 15, 2011	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215

POWDER TOOLS	RN: 4424156 SN: 85716531	August 29, 2012	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215
POWDER TOOLS BOARD SHOP and Design 	RN: 4420739 SN: 85718205	August 31, 2012	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215
THE ALPINEER EST. 1969 and Design 	RN: 4021553 SN: 85090884	July 22, 2010	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215


Foreign Trademarks of the Borrower

None.

Mark	Serial Number	Registrant/Applicant

Pending U.S. Trademark Applications of the Borrower

Mark	Serial No.	Filing Date	Owner
EL.9600	SN: 86479490	December 12, 2014	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street

			Lakewood Colorado 80215
EL.9600 and Design 	SN: 86554875	March 5, 2015	Christy Sports, LLC (Colorado Limited Liability Company) 875 Parfet Street Lakewood Colorado 80215