

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM372866

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hobie Brands International, L.C.		02/10/2016	LIMITED LIABILITY COMPANY: MISSOURI

RECEIVING PARTY DATA

Name:	Commerce Bank
Street Address:	1000 Walnut
City:	Kansas City
State/Country:	MISSOURI
Postal Code:	64106
Entity Type:	Missouri Banking Corporation: MISSOURI

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	1059363	H
Registration Number:	1210358	H
Registration Number:	1046003	HOBIE
Registration Number:	1447590	HOBIE
Registration Number:	2129264	HOBIE
Registration Number:	2742463	HOBIE
Registration Number:	0745750	HOBIE
Registration Number:	1581288	HOBIE
Registration Number:	0839490	HOBIE
Registration Number:	4184449	HOBIE SAND BAR
Registration Number:	4184448	HOBIE SAND BAR EST. 1950
Registration Number:	1165932	HOBIE SPORTS

CORRESPONDENCE DATA

Fax Number: 3146673633

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: 314.552.6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Robert D. Gerlach

TRADEMARK

Address Line 1: One US Bank Plaza
Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER: 18350-153313

NAME OF SUBMITTER: Robert D. Gerlach

SIGNATURE: /rdb/

DATE SIGNED: 02/11/2016

Total Attachments: 9

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of the 10 day of February, 2016, by HOBIE BRANDS INTERNATIONAL, L.C., a Missouri limited liability company (the "Debtor"), in favor of COMMERCE BANK (the "Secured Party").

WITNESSETH:

WHEREAS, the Debtor has executed and may hereafter execute in favor of Secured Party one or more security agreements, including, without limitation, that certain Commercial Security Agreement dated as of February 10, 2016, as any of the same may from time to time be amended, modified, extended, renewed, replaced, substituted and/or restated (individually and collectively, the "Security Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Security Agreement), pursuant to which the Debtor has granted to the Secured Party a security interest in and lien on, among other things, all accounts, inventory, chattel paper, equipment, general intangibles, books and records now owned or hereafter acquired by the Debtor and all proceeds thereof; and

WHEREAS, Debtor desires to supplement the Security Agreement with this Agreement for the purpose of registering the security interest of the Secured Party in certain patents and trademarks owned by Debtor; and

WHEREAS, in order to induce the Secured Party to now or hereafter lend or advance monies or otherwise extend credit to or on behalf of Debtor and/or Hobie Cat Company, the parent company of the Debtor ("Parent"), and to better secure Lender in respect thereof, the Debtor has agreed to execute and deliver this Agreement to the Secured Party;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby covenants and agrees with the Secured Party as follows:

1. Grant of Security Interest. For value received, the Debtor hereby grants the Secured Party a security interest in and lien on all of the Debtor's right, title and interest in, to and under the following, whether now owned or hereafter created, acquired and/or arising (collectively, the "Collateral"):

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and patent application listed on Schedule A attached hereto and incorporated herein by reference and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and/or hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and patent applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedule B, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and/or hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the goodwill of the Debtor's business connected with and symbolized by the Trademarks;
and

(d) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b) and (c) and any royalties, rents and/or profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure (a) the indebtedness and (b) the payment of any and all costs of collection, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Secured Party upon the occurrence of any Event of Default under the Security Agreement, in collecting or enforcing payment of any such indebtedness, liabilities or obligations or in preserving, protecting or realizing on the Collateral under this Agreement or in representing the Secured Party in connection with any proceedings by, against or involving the Debtor under any bankruptcy or other insolvency laws (collectively, the "Secured Obligations").

2. Representations, Warranties and Covenants of the Debtor. The Debtor hereby represents and warrants to the Secured Party, and covenants and agrees with the Secured Party, that:

(a) Schedules A and B attached hereto, set forth all of the Debtor's patents, patent applications, patent rights, trademarks, trademark applications and trademark rights which are material to the business of the Debtor and/or Parent;

(b) all of the Patents and Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and none of the Patents or Trademarks are at this time the subject of any challenge to their validity or enforceability;

(c) to the best of the Debtor's knowledge, each of the Patents and Trademarks is valid and enforceable;

(d) (i) no claim has been made that the use of any of the Patents or Trademarks does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(e) the Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents and Trademarks, free and clear of any and all Liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by the Debtor not to sue third persons (other than Liens in favor of the Secured Party);

(f) the Debtor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the registered Patents and Trademarks;

(g) the Debtor has the exclusive, royalty-free right and license to use the Patents and Trademarks and agrees not to transfer any rights or interest in any of the Patents or Trademarks during the term of this Agreement other than non-exclusive licenses in the ordinary course of Debtor's business; and

(h) the Debtor has no notice of any suits or actions commenced or threatened with reference to any of the Patents or Trademarks.

3. Product Quality. The Debtor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable practices.

4. Further Assurances. The Debtor hereby agrees that, until (a) all of the Secured Obligations shall have been fully, finally and indefeasibly paid in cash and (b) there shall be no remaining commitment or obligation of the Secured Party to advance funds, make loans or extend credit to, and/or issue letters of credit for the

account of, the Debtor, it will not, without the prior written consent of the Secured Party, enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with the Debtor's obligations under this Agreement or the Security Agreement and the Debtor agrees that it will not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Secured Party under this Agreement. The Debtor further agrees that at any time and from time to time, at the expense of the Debtor, the Debtor will promptly execute and deliver to the Secured Party any and all further instruments and documents and take any and all further action that the Secured Party may request in good faith in order to perfect and protect the security interest granted hereby with respect to the Patents and Trademarks or to enable the Secured Party to exercise its rights and remedies under this Agreement with respect to the same.

5. Additional Patents and/or Trademarks. If the Debtor (a) becomes aware of any existing Patents and/or Trademarks of which the Debtor has not previously informed the Secured Party, (b) obtains rights to any new patentable inventions, Patents and/or Trademarks or (c) becomes entitled to the benefit of any Patents and/or Trademarks which benefit is not in existence on the date of this Agreement, the provisions of this Agreement shall automatically apply thereto and the Debtor shall give the Secured Party prompt written notice thereof. Upon request of the Secured Party, the Debtor shall execute and deliver to the Secured Party one or more additional agreements in substantially the form of this Agreement with respect to such additional Patents and Trademarks.

6. Use of Patents and Trademarks. So long as no Event of Default under the Security Agreement has occurred and is continuing, the Debtor may use the Patents and Trademarks in any lawful manner not inconsistent with this Agreement on and in connection with products sold by the Debtor, for the Debtor's own benefit and account and for none other.

7. Rights and Remedies. The Debtor hereby further acknowledges and affirms that the rights and remedies of the Secured Party with respect to the assignment, pledge and security interest in the Patents and Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Secured Party with respect to the Patents and Trademarks are as provided by the Security Agreement and Related Documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

8. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Secured Party in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents and/or Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents and/or Trademarks, shall be borne and paid by the Debtor on demand by the Secured Party.

9. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

10. Amendments. This Agreement is subject to amendment or modification only by a writing signed by the Debtor and the Secured Party.

11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, except that the Debtor may not assign, transfer or delegate any of its rights, obligations or duties under this Agreement and any such assignment, transfer or delegation without the prior written consent of the Secured Party shall be null and void.

12. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, the Debtor has executed this Patent and Trademark Security Agreement as of the date first set forth above.

HOBIE BRANDS INTERNATIONAL, L.C.

By: [Signature]
Name: Steve Skidmore
Title: Manager

SCHEDULE A

Patents and Patent Applications



SCHEDULE B

Trademarks and Trademark Applications

Mark	Country	Registration/Application No.	Registration/Filing Date
H (Stylized)	Australia	407265	July 13, 1989
H (Stylized)	Australia	523700	November 20, 1989
H (Stylized)	Australia	817147	January 12, 2001
HOBIE	Australia	296971	May 18, 1976
HOBIE	Australia	302109	November 11, 1976
HOBIE	Australia	818825	April 18, 2002
HOBIE (Stylized)	Australia	339501	February 3, 1988
HOBIE	Benelux	0530331	March 3, 1993
H (Stylized)	Brazil	822521300	January 10, 2006
H (Stylized)	Brazil	830764585	March 5, 2014
H (Stylized)	Brazil	830764623	March 5, 2014
H (Stylized)	Brazil	830808612	June 10, 2014
HOBIE	Brazil	822521296	May 4, 2010
HOBIE	Brazil	830764593	March 5, 2014
HOBIE	Brazil	830764607	September 20, 2010
HOBIE	Brazil	(Appln. No.)	(Filing Date)
HOBIE	Brazil	830764615	September 20, 2010
H (Stylized)	Canada	TMA232987	May 11, 1979
H (Stylized)	Canada	TMA315060	June 6, 1986
H (Stylized)	Canada	TMA600818	January 28, 2004
HOBIE	Canada	TMA229707	August 18, 1978
HOBIE	Canada	TMA437149	December 23, 1994
HOBIE	Canada	TMA525595	March 23, 2000
HOBIE	Canada	TMA630772	January 21, 2005
HOBIE	Canada	TMA805045	August 23, 2011
HOBIE	Chile	826178	August 26, 1977
H (Stylized)	China	266936	October 30, 1986
H (Stylized)	China	1232940	December 21, 1998
H (Stylized)	China	7005784	December 14, 2013
H (Stylized)	China	7005785	October 28, 2010
H (Stylized)	China	7005927	September 14, 2010
H (Stylized)	China	7005928	December 14, 2013
H (Stylized)	China	7005929	September 7, 2010
H (Stylized)	China	7005930	June 7, 2010
H (Stylized)	China	7005931	November 14, 2011
H (Stylized)	China	7005932	October 7, 2010
H (Stylized)	China	7005933	July 21, 2010
H (Stylized)	China	7005934	September 28, 2010
H (Stylized)	China	7005935	June 21, 2010
H (Stylized)	China	8139026	April 14, 2011
HOBIE	China	266934	October 30, 1986
HOBIE	China	1232941	December 21, 1998
HOBIE	China	7005936	October 28, 2010
HOBIE	China	7005937	October 28, 2010
HOBIE	China	7005938	September 7, 2010
HOBIE	China	7005940	December 28, 2011
HOBIE	China	7005941	April 28, 2013

Mark	Country	Registration/Application No.	Registration/Filing Date
HOBIE	China	7005942	December 28, 2011
HOBIE	China	7005943	January 7, 2013
HOBIE	China	7005944	January 14, 2011
HOBIE	China	7005945	September 28, 2010
HOBIE	China	7005946	December 28, 2011
HOBIE	China	8139027	July 14, 2012
HOBIE	China	9114087	March 7, 2013
H (Stylized)	Community Trademarks	008466146	September 6, 2010
H (Stylized)	Community Trademarks	008904691	September 20, 2010
HOBIE	Community Trademarks	008466138	February 1, 2010
HOBIE	Community Trademarks	008904039	September 27, 2010
HOBIE	Costa Rica	70359	August 1, 1989
H (Stylized)	Denmark	VR1997004143	October 3, 1997
HOBIE	Denmark	VR199704144	October 3, 1997
HOBIE	Ecuador	363/90	March 30, 1990
H (Stylized)	France	1706824	September 18, 1979
HOBIE	France	1446836	January 26, 1988
H (Stylized)	Germany	1065501	July 4, 1984
H (Stylized)	Germany	39709404	November 28, 1997
H (Stylized)	Germany	39920008	December 9, 1999
HOBIE	Germany	1100084	December 8, 1986
HOBIE	Germany	30205691	April 9, 2002
HOBIE	Germany	39709403	November 28, 1997
HOBIE	Germany	39920006	November 26, 1999
H (Stylized)	Hong Kong	301551573	February 26, 2010
HOBIE	Hong Kong	301551564	February 26, 2010
HOBIE	Ireland	124578	September 22, 1988
H (Stylized)	Israel	64662	October 10, 1986
H (Stylized)	Israel	113642	October 13, 1998
HOBIE	Israel	64660	October 10, 1986
HOBIE	Israel	113641	October 13, 1998
H (Stylized)	Italy	1302108	June 4, 1999
HOBIE	Italy	1303988	June 11, 1990
H (Stylized)	Japan	1456055	February 27, 1981
H (Stylized)	Japan	1624128	October 27, 1983
H (Stylized)	Japan	4324340	October 15, 1999
H (Stylized)	Japan	5075232	September 7, 2007
H (Stylized)	Japan	5788640	August 28, 2015
HOBIE	Japan	2235575	June 28, 1990
HOBIE	Japan	2546884	June 30, 1993
HOBIE	Japan	4720918	October 24, 2003
HOBIE	Japan	4890667	August 26, 2005
HOBIE	Japan	5027301	February 23, 2007
HOBIE	Japan	5024162	February 9, 2007
HOBIE	Japan	4662355	April 11, 2003
HOBIE	Japan	2015-042052 (Appln. No.)	April 30, 2015 (Filing Date)
HOBIE (Stylized)	Japan	5038496	April 6, 2007

Mark	Country	Registration/Application No.	Registration/Filing Date
HOBIE (Stylized)	Japan	4846358	March 11, 2005
H (Stylized)	Mexico	785611	March 28, 2003
HOBIE	Mexico	287139	May 6, 1983
HOBIE	Mexico	789060	April 30, 2003
HOBIE CAT	Mexico	281528	November 19, 1982
H (Stylized)	New Zealand	115653	October 13, 1977
H (Stylized)	New Zealand	628302	February 5, 2002
HOBIE	New Zealand	115652	June 25, 1979
HOBIE	New Zealand	628301	March 12, 2002
HOBIE	Nicaragua	21150	March 4, 1992
HOBIE	Norway	204101	August 17, 2000
H (Stylized)	Panama	46596	December 15, 1988
HOBIE	Panama	039488	June 24, 1988
HOBIE	Panama	043207	June 28, 1989
HOBIE	Peru	P00091370	September 2, 2003
H (Stylized)	Philippines	41997126207	February 10, 2003
HOBIE (Stylized)	Philippines	41997126208	February 10, 2003
HOBIE	Puerto Rico	003	September 22, 1988
H (Stylized)	South Africa	1979/04407	December 12, 1980
H (Stylized)	South Africa	1997/17402	November 13, 1997
HOBIE	South Africa	1976/2504	May 18, 1976
HOBIE	South Africa	1997/17401	November 13, 1997
H (Stylized)	South Korea	40-0118186-0000	October 8, 1985
H (Stylized)	South Korea	40-0121906-0000	December 30, 1985
H (Stylized)	South Korea	45-0020603-0000	July 19, 2007
HOBIE	South Korea	40-0115542-0000	August 16, 1985
HOBIE	South Korea	45-0021598-0000	November 27, 2007
H (Stylized)	Spain	2077769	September 22, 1997
H (Stylized)	Spain	2110731	February 20, 1998
HOBIE	Spain	1125616	May 8, 1989
HOBIE	Spain	2110732	October 20, 1998
H (Stylized)	Sweden	333181	September 17, 1999
HOBIE	Sweden	205645	May 15, 1987
HOBIE	Sweden	333182	September 17, 1999
HOBIE	Switzerland	2P-296981	January 15, 1979
HOBIE	Taiwan	825857	November 16, 1998
H (Stylized)	United Kingdom	2123186	September 5, 1997
HOBIE H and Design	United Kingdom	1179213	September 15, 1989
HOBIE	United Kingdom	1072545	December 31, 1976
HOBIE	United Kingdom	1179211	August 4, 1989
HOBIE	United Kingdom	2123179	January 28, 2000
H (Stylized)	U.S.	1059363	February 15, 1977
H (Stylized)	U.S.	1210358	September 28, 1982
HOBIE	U.S.	1046003	August 10, 1976
HOBIE	U.S.	1447590	July 14, 1987
HOBIE	U.S.	2129264	January 13, 1998
HOBIE	U.S.	2742463	July 29, 2003
HOBIE (Stylized)	U.S.	745750	February 26, 1963
HOBIE (Stylized)	U.S.	1581288	February 6, 1990
HOBIE and Design	U.S.	839490	November 28, 1967
HOBIE SAND BAR	U.S.	4184449	July 31, 2012

Mark	Country	Registration/Application No.	Registration/Filing Date
HOBIE SAND BAR and Design	U.S.	4184448	July 31, 2012
HOBIE SPORTS	U.S.	1165932	August 18, 1981
H (Stylized)	Venezuela	258438	November 10, 2004
HOBIE	Venezuela	P188234	April 26, 1996
HOBIE	Venezuela	P245637	June 27, 2003