

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373113

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hobie Cat Company		02/10/2016	CORPORATION: MISSOURI
Hobie Brands International, LLC		02/10/2016	LIMITED LIABILITY COMPANY: MISSOURI
RECEIVING PARTY DATA			
Name:	Hobie Designs, Inc.		
Street Address:	32921 Calle Perfecto #B		
City:	San Juan Capistrano		
State/Country:	CALIFORNIA		
Postal Code:	92675		
Entity Type:	CORPORATION: IDAHO		
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:	7349302494		
<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:	7349302488		
Email:	ipfilings@bodmanlaw.com		
TRADEMARK			

OP \$315.00 1059363

Correspondent Name: Susan M. Kornfield - Bodman PLC
Address Line 1: 201 South Division, Suite 400
Address Line 4: Ann Arbor, MICHIGAN 48104

NAME OF SUBMITTER: Susan M. Kornfield

SIGNATURE: /Susan M. Kornfield/

DATE SIGNED: 02/12/2016

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

1. **Parties; Effective Date.** This "Trademark Security Agreement" is between Hobie Cat Company, a Missouri corporation with offices at 4925 Oceanside Boulevard, Oceanside, CA 92056 ("HCC") and Hobie Brands International, LLC, a Missouri limited liability company with a principal place of business at 4925 Oceanside Boulevard, Oceanside, CA 92056 ("HBI") on the one hand (HCC and HBI are referred to collectively as "**Debtor**" and for purposes of this Agreement treated as one party) and Hobie Designs, Inc., an Idaho corporation with offices at 32921 Calle Perfecto #B, San Juan Capistrano, CA 92675 on the other ("**Secured Party**"). It is effective February 10, 2016 ("**Effective Date**").
2. **Background.** Pursuant to the Promissory Note entered into as part of the Asset Purchase Agreement between the parties effective as of the Effective Date ("**Note**"), Debtor has agreed to make certain payments to Secured Party. In connection with the Note, the parties have executed and delivered that certain "Subordinated Security Agreement" (as amended or otherwise modified from time to time). The purpose of this Trademark Security Agreement is to further confirm the grant to the Secured Party of its security interest in all of the Trademark Collateral (defined below) to secure indebtedness under the Note.
3. **Grant of Security Interest.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the indebtedness, Debtor does hereby mortgage, pledge and hypothecate to the Secured Party, and grant to the Secured Party a security interest in, all of the following property of such Debtor (collectively, "**Trademark Collateral**"):
 - a. All trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations including those identified on Schedule 1 attached hereto and incorporated by reference (collectively, "**Trademarks**"), and including (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof as of the Effective Date, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all Trademark licenses entered into in connection therewith), and (iii) the goodwill of the business connected with the use of, and symbolized by, each such Trademark.
 - b. All license agreements with any person in connection with any of the Trademarks where Debtor is a licensor (subject to the terms of such license agreements), and the right to manufacture, sell, promote, advertise, goods and services identified by the Trademarks.
 - c. All of the goodwill of the business connected with the use of, and symbolized by, each of the Trademarks.

4. **Security Agreement.** This Trademark Security Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Secured Party in the Trademark Collateral with the United States Patent and Trademark Office. Secured Party shall not file to perfect its interest in Debtor's Trademarks with administrative and governmental offices outside the United States. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party under the Subordinated Security Agreement as security for the discharge and performance of the Indebtedness. The Subordinated Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

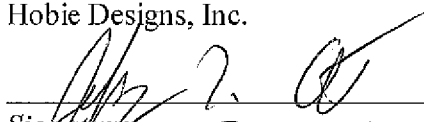
5. **Release of Security Interest.** Secured Party shall, upon the written request of the Debtor, execute and deliver to the Debtor a proper instrument or instruments acknowledging the release of the security interest and liens established on any Trademark Collateral by this Trademark Security Agreement upon compliance in full by Debtor under the Note, in a form substantially set forth in Exhibit "C" of the Subordinated Security Agreement.

6. **Acknowledgment.** The Debtors further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Subordinated Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

7. **Counterparts.** This Trademark Security Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Agreed and Accepted:

Hobie Designs, Inc.

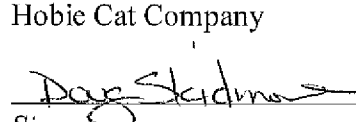


Signature
 Jeffrey L. Alter

Printed Name
 President

Title

Hobie Cat Company

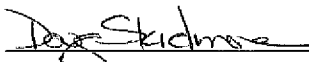


Signature
 DOUG SKIDMORE

Printed Name
 PRESIDENT

Title

Hobie Brands International, LLC



Signature
 DOUG SKIDMORE

Printed Name
 Manager

SCHEDULE 1

TRADEMARK COLLATERAL: U.S. AND INTERNATIONAL TRADEMARKS

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 (Appln. No.)	September 20, 2010 (Filing Date)
HOBIE	Brazil	830764615 (Appln. No.)	September 20, 2010 (Filing Date)
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

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[Signature]

Mark	Country	Registration/Application No.	Registration/Filing Date
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
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	1100064	December 8, 1986
HOBIE	Germany	30205691	April 9, 2002
HOBIE	Germany	39709403	November 28, 1997
HOBIE	Germany	39920006	November 26, 1999

Mark	Country	Registration/Application No.	Registration/Filing Date
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
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

Mark	Country	Registration/Application No.	Registration/Filing Date
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
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

Mark	Country	Registration/Application No.	Registration/Filing Date
HOBIE	Venezuela	P188234	April 26, 1996
HOBIE	Venezuela	P245637	June 27, 2003

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RECORDED: 02/12/2016


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