

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM375110

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Trademark Collateral Assignment and Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Product Holdings, Inc.		11/20/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association		
Street Address:	100 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 97			
Property Type	Number	Word Mark	
Serial Number:	86780238		
Serial Number:	77976548	ATHLETE ENGINEERED	
Serial Number:	86601281	ATHLETE ENGINEERED	
Serial Number:	86803410	ATHLETE ENGINEERED	
Registration Number:	4195345	ATHLETECARE	
Registration Number:	4376624	ATHLETECARE	
Registration Number:	4162562	ATHLETE'S FOOT REHAB	
Registration Number:	4242377	ATHLETES ON A MISSION	
Registration Number:	4155566	BLISTER ARMOUR	
Registration Number:	4519518	CLEAT GRIP	
Registration Number:	4126618	CONTINUOUS PLAY	
Registration Number:	4458040	COOLS INSTANTLY WHEN WET	
Registration Number:	4550224	COURT GRIP	
Serial Number:	86406805	COURT GRIP	
Registration Number:	4231596	COURTGRIP	
Registration Number:	4277144	DEFEAT THE HEAT	
Registration Number:	4728993	ENDURA COOL MULTI-COOL	
Serial Number:	86537345	ENDURABEDDING	
Registration Number:	4673699	ENDURACOOOL	

OP \$2440.00 86780238

Property Type	Number	Word Mark
Registration Number:	4239048	ENDURACOOOL
Serial Number:	86539205	ENDURACOOOL
Serial Number:	86538634	ENDURACOOOL
Registration Number:	4813134	ENDURAHEAT
Serial Number:	86539203	ENDURAHEAT
Serial Number:	86539202	ENDURAHEAT
Serial Number:	86441679	ENDURASACK
Serial Number:	86572674	ENDURASLEEP
Registration Number:	3680552	FEEL COOL
Serial Number:	86499770	FEEL COOL
Registration Number:	4556020	FEEL COOL AND GO HARDER
Registration Number:	4726155	FEEL COOL AND GO HARDER
Serial Number:	86977186	FUEL & COOL
Serial Number:	86437194	FUEL AND COOL
Registration Number:	4376613	GAME CHANGING TRACTION TECHNOLOGY
Registration Number:	3617463	GET YOUR MISSION ON!
Serial Number:	86119187	GOCOOOL BRAND
Registration Number:	4580253	GOCOOOL BRAND
Serial Number:	86119075	GO°COOL BRAND
Serial Number:	86127973	GO°HEAT BRAND
Serial Number:	86780241	HYDROACTIVE
Registration Number:	4476113	M
Registration Number:	3610268	M
Serial Number:	86499763	M
Serial Number:	86538640	M
Serial Number:	86785787	M
Serial Number:	86785789	M
Serial Number:	86785791	M
Serial Number:	86785792	M
Serial Number:	86785794	M
Serial Number:	86785798	M
Registration Number:	4416101	M MISSION
Serial Number:	86543397	M MISSION
Serial Number:	86538654	M MISSION
Serial Number:	86543405	M MISSION
Registration Number:	4537997	MISSION
Registration Number:	4640117	MISSION
Serial Number:	86532890	MISSION

Property Type	Number	Word Mark
Serial Number:	86562933	MISSION
Registration Number:	4566977	MISSION CLEAT GRIP
Registration Number:	4513619	MISSION COURT GRIP
Registration Number:	4598562	MISSION ENDURA COOL
Serial Number:	85627792	MISSION ENDURACOOOL
Registration Number:	4359036	MISSION ENDURACOOOL
Registration Number:	4401810	MISSION ENDURACOOOL
Serial Number:	86741449	MISSION HYDROACTIVE
Serial Number:	86741450	MISSION NITROACTIVE
Registration Number:	4265352	MISSION POWER GRIP
Registration Number:	3487495	MISSION PRODUCT
Serial Number:	86752643	MISSION RADIANTACTIVE
Serial Number:	86741448	MISSION VAPORACTIVE
Serial Number:	86793369	MISSIONACTIVE
Serial Number:	86793370	MISSIONACTIVE
Registration Number:	4836041	MULTI-COOL
Serial Number:	86686639	MULTI-HEAT
Serial Number:	86780242	NITROACTIVE
Registration Number:	3999089	OFFICIAL SKINCARE OF ATHLETES
Registration Number:	3994707	OFFICIAL SUNSCREEN OF ATHLETES
Registration Number:	3999097	OFFICIAL SUNSCREEN OF GOLF
Registration Number:	3999096	OFFICIAL SUNSCREEN OF SOCCER
Registration Number:	3999095	OFFICIAL SUNSCREEN OF TENNIS
Serial Number:	86141489	ON DEMAND COOLING
Registration Number:	3838643	ON THE RUN
Serial Number:	86780240	RADIANTACTIVE
Registration Number:	4594494	SHOCK GRIP
Registration Number:	4158640	SKINNY TONE
Registration Number:	4158639	SUN DEFEATED
Serial Number:	85477904	SUPERCLEAT
Serial Number:	86692855	TAKE ON THE NEXT
Serial Number:	86278118	THE DIFFERENCE BETWEEN GOOD AND GREAT
Serial Number:	86400244	FABRIC OF THE GAME
Registration Number:	4265351	THE HARDER YOU CUT, THE TIGHTER IT GRIPS
Serial Number:	86568709	THE SCIENCE OF COOL
Serial Number:	86780649	VAPORACTIVE
Serial Number:	86361015	WHEN IT'S ON, IT'S ON
Registration Number:	4576074	GO°COOL BRAND

Property Type	Number	Word Mark
Serial Number:	86797232	M
Registration Number:	4501134	MISSION POWER GRIP

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Susan O'Brien

Address Line 1: 187 Wolf Road, Suite 101

Address Line 2: CT Lien Solutions

Address Line 4: ALBANY, NEW YORK 12205

NAME OF SUBMITTER:	Susan O'Brien
SIGNATURE:	/Michael Barys/
DATE SIGNED:	03/01/2016

Total Attachments: 26

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**TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, this "Agreement") is made this 20th day of November, 2015 between **MISSION PRODUCT HOLDINGS, INC.** ("Borrower"), having its chief executive office at 60 East 42nd Street, New York, New York 10165, and **WELLS FARGO BANK, NATIONAL ASSOCIATION** ("Lender"), having a place of business at 100 Park Avenue, New York, New York 10017.

W I T N E S S E T H :

WHEREAS, Lender has entered or is about to enter into certain financing arrangements with Borrower pursuant to that certain Loan and Security Agreement dated as of the date hereof (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement"), pursuant to which Lender may purchase accounts and may make loans and advances and provide other financial accommodations to Borrower, and other agreements, notes, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, and the other Loan Documents (as defined in the Loan Agreement), as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Lender to enter into the Loan Agreement and the other Financing Agreements and to purchase accounts and make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Lender certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower 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 Loan Agreement.

2. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Lender, for itself and its affiliates, a collateral security interest in and a general lien upon, and a conditional assignment of, all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit A, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Borrower's business symbolized by the foregoing

or connected therewith, and (vi) all of Borrower's rights corresponding thereto throughout the world (collectively, the "Trademarks"); (b) all Trademark Licenses (as hereinafter defined); (c) 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 UCC) of the foregoing, including any claim by Borrower 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. Notwithstanding anything contained in this Agreement to the contrary, the term "Collateral" shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office (the "USPTO") of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral. For the purposes of this Agreement, "Trademark License" means (a) any licenses or other similar rights provided to Borrower in or with respect to any Trademark owned or controlled by any other Person, and (b) any licenses or other similar rights provided to any other Person in or with respect to any Trademark owned or controlled by Borrower, in each case, including (i) the license agreements listed on Exhibit B, and (ii) the right to use any of the licenses or other similar rights described in this definition in connection with the enforcement of the Lender's rights under the Financing Agreements.

3. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Lender pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this Agreement or any other agreement or by operation of law, now or hereafter owing by Borrower to Lender or to any affiliate of Lender. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future Borrowers of Lender, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Borrower's account under the Loan Agreement, whether arising under this Agreement, the other Financing Agreements or by operation of law and whether incurred by Borrower as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "Obligations").

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Lender the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding) the truth and accuracy of which, or compliance therewith, being a continuing condition of the making of loans and advances and other financial accommodations by Lender to Borrower under the Financing Agreements:

(a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's sole expense, perform all acts and execute all documents necessary or, in Lender's sole and absolute discretion, advisable to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and

to maintain all of the Collateral as valid and subsisting, including the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and (ii) the licenses permitted under Section 3(e) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Lender, except as otherwise permitted herein. Nothing in this Agreement shall be deemed a consent by Lender to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's sole expense, promptly perform all acts and execute all documents requested at any time by Lender to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Lender to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Lender or as otherwise determined by Lender. Borrower further authorizes Lender to have this Agreement or any other similar security agreement filed with the USPTO or any other appropriate federal, state or local government office.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or the subject of pending applications, in the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Borrower shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Lender five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Lender's exercise of the rights and remedies granted to Lender hereunder.

(g) Lender may, in its sole and absolute discretion, pay any amount or do any act which Borrower fails to pay or do as required hereunder or as requested by Lender to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Borrower shall be liable to Lender for any such payment, which payment shall be deemed an advance by Lender to Borrower, shall be payable on demand together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Borrower shall not file any application for the registration of a Trademark with the USPTO or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Borrower has given Lender thirty (30) days prior written notice of such action. If, after the date hereof, Borrower shall (i) obtain any registered Trademark, or apply for any such registration in the USPTO or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country or (ii) become an owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Lender, Borrower shall promptly execute and deliver to Lender any and all assignments, agreements, instruments, documents and such other papers as may be

requested by Lender to evidence the security interests in and conditional assignment of such Trademark in favor of Lender.

(i) Borrower has not abandoned any of the Trademarks and Borrower shall not do any act, nor omit to do any act, whereby the Trademarks may become invalidated, unenforceable, avoided or avoidable. Borrower shall notify Lender immediately if it knows or has reason to know of any reason why any application, registration or recording with respect to the Trademarks may become canceled, invalidated, avoided or avoidable, or why any application may not be granted.

(j) Borrower shall render any assistance, as Lender shall determine is necessary or advisable, to Lender in any proceeding before the USPTO, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Lender's interest therein, including the filing of applications for renewal, affidavits of use, affidavits of incontestability, and opposition, interference, and cancellation proceedings.

(k) No infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Lender, including the validity, priority or perfection of the security interest granted herein or the remedies of Lender hereunder. There has been no judgment holding any Trademark invalid or unenforceable, in whole or part, nor is the validity or enforceability of any Trademark being questioned in any litigation or proceeding. Borrower shall promptly notify Lender if Borrower (or any affiliate thereof) learns of any act by any Person which infringes, or which may be reasonably likely to infringe, upon any Trademark. If requested by Lender, Borrower, at Borrower's sole expense, shall join with Lender in such action as Lender, in Lender's sole and absolute discretion, may deem advisable for the protection of Lender's interest in and to any or all of the Trademarks.

(l) Borrower assumes all responsibility and liability arising from the use of the Trademarks and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any service or product manufactured, promoted, or sold by Borrower (or any affiliate thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale, distribution or advertisement of any such product or service by Borrower (or any affiliate thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Borrower shall promptly pay Lender for any and all expenditures made by Lender pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

5. RIGHTS AND REMEDIES

Upon the occurrence of an Event of Default, and at any time thereafter, in addition to all other rights and remedies of Lender, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Lender shall have the following rights and remedies which may be exercised without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

(a) Lender may require that neither Borrower nor any affiliate of Borrower make any use of the Trademarks for any purpose whatsoever. Lender may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Lender by Borrower or any affiliate of Borrower or for such other reason as Lender may determine.

(b) Lender may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Lender shall in its sole and absolute discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Lender may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Lender shall have the power to buy the Collateral or any part thereof, and Lender shall also have the power to execute assurances and perform all other acts which Lender may, in its sole and absolute discretion, deem appropriate or proper to complete such assignment, sale or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Lender may at any time execute and deliver on behalf of Borrower, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Borrower agrees to pay Lender on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Borrower agrees that Lender has no obligation to preserve rights to the Trademarks against any other parties.

(e) Lender may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including attorneys' fees and all legal, travel and other expenses which may be incurred by Lender. Thereafter, Lender may apply any remaining proceeds to such of the Obligations as Lender may in its sole and absolute discretion determine. In the event the proceeds of Collateral are insufficient to satisfy all of the Obligations in full, Borrower shall remain liable for any such deficiency and shall pay Lender on demand any such unpaid amount, together with interest at the highest rate then applicable to the indebtedness of Borrower to Lender set forth in the Loan Agreement.

(f) Borrower shall supply to Lender or to Lender's designee, Borrower's knowledge and expertise relating to the manufacture, sale and distribution of the products and rendition of services to which the Trademarks relate.

(g) Nothing contained herein shall be construed as requiring Lender to take any such action at any time. All of Lender's rights and remedies, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) This Agreement is made and is to be performed under the laws of the State of New York and shall be governed by and construed and enforced in accordance with said law, excluding any principles of any conflicts of laws or other rule of law that would result in the application of the law of any jurisdiction other than the laws of the State of New York. Borrower and Lender expressly submit and consent to the jurisdiction of the state and federal courts located in the County of New York, State of New York with respect to any controversy arising out of or relating to this Agreement or any alteration, amendment, change, extension, modification, renewal, replacement, substitution, joinder or supplement hereto or to any transactions in connection herewith. Borrower and Lender irrevocably waive all claims, obligations and defenses that Borrower or Lender, as applicable, may have regarding such court's personal or subject matter jurisdiction, venue or inconvenient forum. Nothing herein shall limit the right of Lender to bring proceedings against Borrower in any other court. Each of the parties to this Agreement hereby waives personal service of any summons or complaint or other process or papers to be issued in any action or proceeding involving any such controversy and hereby agrees that service of such summons or complaint or process may be made by registered or certified mail to the other party at the address appearing on the signature page hereto.

(b) LENDER AND BORROWER DO HEREBY WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING OF ANY KIND ARISING ON, OUT OF, BY REASON OF, OR RELATING IN WAY TO, THIS AGREEMENT OR THE INTERPRETATION OR ENFORCEMENT THEREOF OR TO ANY TRANSACTIONS HEREUNDER.

(c) Borrower waives presentment and protest of any instruments and all notices thereof, notice of default and all other notices to which it might otherwise be entitled.

(d) Lender shall not have any liability to Borrower (whether in tort, contract, equity or otherwise) for losses suffered by Borrower in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Lender that the losses were the result of Lender's acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) Unless otherwise specified herein, all notices pursuant to this Agreement shall be in writing and sent either (i) by hand, (ii) by certified mail, return receipt requested, or (iii) by recognized overnight courier service, to the other party at the address set forth herein, or to such other address as a party may from time to time furnish to the other party by notice. Any notice hereunder shall be deemed to have been given on (x) the day of hand delivery, (y) the third Business Day after the day it is deposited in the U.S. Mail, if sent as aforesaid, or (z) the day after it is delivered to a recognized overnight courier service with instructions for next day delivery.

(b) Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements,

substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. The word "Person" means natural persons, corporations, limited liability companies, limited partnerships, general partnerships, limited liability partnerships, joint ventures, trusts, land trusts, business trusts, or other organizations, irrespective of whether they are legal entities, and governments and agencies and political subdivisions thereof, and any reference herein to any Person shall be construed to include such Person's successors and assigns.

(c) Lender shall have the right to assign this Agreement; Borrower shall have no right to assign this Agreement; and this Agreement, the other Financing Agreements and any other document referred to herein shall inure to the benefit of and shall bind Lender and Borrower and their respective successors and assigns.

(d) No failure or delay by Lender in exercising any of its powers or rights hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such power or right preclude other or further exercise thereof or the exercise of any other right or power. Lender's rights, remedies and benefits hereunder are cumulative and not exclusive of any other rights, remedies or benefits which Lender may have. No waiver by Lender will be effective unless in writing and then only to the extent specifically stated.

(e) If any provision of this Agreement is found to be unenforceable or otherwise invalid under applicable law, such provision shall be ineffective only to the extent of such invalidity and the remaining provisions of this Agreement shall remain in full force and effect.

(f) This Agreement is the result of full and complete negotiation at arm's length by all parties hereto. No prior drafts or memoranda prepared by any party shall be used to construe or interpret any provision hereof, nor shall any one party be construed the "drafter" of this Agreement for the purpose of construing the terms, conditions or obligations set forth herein. This Agreement sets forth the entire understanding of the parties with respect to the matters set forth herein and supersedes in their entirety any and all understandings and agreements, whether Written or oral, of the parties with respect to the foregoing. This Agreement cannot be changed, modified or amended in any respect except by a Writing executed by the party to be charged. Borrower acknowledges that it has been advised by counsel in connection with the execution of this Agreement and the other Financing Agreements and is not relying upon oral representations or statements inconsistent with the terms and provisions of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

MISSION PRODUCT HOLDINGS, INC.

By: [Signature]
Name: Joshua Shaw
Title: Chief Executive Officer

Address: 60 East 42nd Street
New York, New York 10165

STATE OF New York)
COUNTY OF New York) ss.:

On the 12th day of November in the year 2015, before me, the undersigned, personally appeared Joshua Shaw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

[Signature]
Notary Public

JOSEPH TROVATO
Notary Public, State of New York
Qualified in Queens County
Reg. No. 01TR6276602
My Commission Expires 02-10-2017

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

**TRADE NAMES, REGISTERED TRADEMARKS, TRADEMARK APPLICATIONS,
REGISTERED SERVICE MARKS AND SERVICE MARK APPLICATIONS**

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
M Mission and Design	Mission Products Holding, Inc.	Registered	1621882 (Australia)	5/9/2014
Athlete Engineered	Mission Products Holding, Inc.	Pending	1727240 (Canada)	5/7/2015
Cools Instantly When Wet	Mission Products Holding, Inc.	Pending	1708739 (Canada)	12/23/2014
Court Grip	Mission Products Holding, Inc.	Registered	865,470 (Canada)	4/20/2012
Enduracool	Mission Products Holding, Inc.	Registered	867,674 (Canada)	4/20/2012
M Mission (Styled)	Mission Products Holding, Inc.	Registered	894,208 (Canada)	2/6/2012
Mission Athletecare	Mission Products Holding, Inc.	Published	1562775 (Canada)	2/6/2012
Multi-Cool	Mission Products Holding, Inc.	Pending	1727238 (Canada)	5/17/2015
Mission Enduracool	Mission Products Holding, Inc.	Pending	[No number] (China (People's Republic))	6/12/2015
Mission Product	Mission Products Holding, Inc.	Pending	6800030 (China (People's Republic))	6/23/2008
Mission Product	Mission Products Holding, Inc.	Pending	6800031 (China (People's Republic))	6/23/2008
Mission Product	Mission Products Holding, Inc.	Pending	6800029 (China (People's Republic))	6/23/2008
Mission Product Athlete-Engineered Skincare	Mission Products Holding, Inc.	Registered	6848087 (China (People's Republic))	7/18/2008
Enduracool	Mission Products	Registered	492577	10/1/2013

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
	Holder, Inc.		(Columbia)	
M Mission (Stylized)	Mission Products Holding, Inc.	Published	13 232788 (Columbia)	10/1/2013
M Mission (Stylized)	Mission Products Holding, Inc.	Published	13 232807 (Columbia)	10/1/2013
M Mission (Stylized)	Mission Products Holding, Inc.	Published	13 232922 (Columbia)	10/1/2013
Enduracool	Mission Products Holding, Inc.	Registered	235540 (Costa Rica)	10/4/2013
M Mission (Stylized)	Mission Products Holding, Inc.	Published	2013-008558 (Costa Rica)	10/4/2013
M Mission (Stylized)	Mission Products Holding, Inc.	Registered	236628 (Costa Rica)	10/4/2013
Athlete Engineered	Mission Products Holding, Inc.	Pending	013963351 (European Community)	4/18/2015
M Mission and Design	Mission Products Holding, Inc.	Registered	012856654 (European Community)	5/8/14
Mission	Mission Products Holding, Inc.	Pending	013963343 (European Community)	4/18/15
Mission Product Athlete-Engineered Skincare	Mission Products Holding, Inc.	Registered	007035165 (European Community)	6/18/2008
Mission Skincare	Mission Products Holding, Inc.	Registered	008306805 (European Community)	05/18/2009
Courtgrip	Mission Products Holding, Inc.	Registered	1152509 (Int'l Registration-Madrid Protocol Only)	02/21/2013
Enduracool	Mission Products Holding, Inc.	Registered	1212403 (Int'l Registration-Madrid Protocol Only)	5/7/2014
M Mission (Stylized)	Mission Products Holding, Inc.	Registered	1155478 (Int'l Registration-Madrid Protocol Only)	2/21/2013

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
Mission Court Grip	Mission Products Holding, Inc.	Registered	1176367 (Int'l Registration-Madrid Protocol Only)	6/12/2013
Mission Enduracool	Mission Products Holding, Inc.	Registered	1152475 (Int'l Registration-Madrid Protocol Only)	2/21/2013
Athletecare	Mission Products Holding, Inc.	Registered	40-1018087 (Republic of Korea)	11/22/2012
Athletecare	Mission Products Holding, Inc.	Registered	40-1018039 (Republic of Korea)	11/22/2012
Court Grip	Mission Products Holding, Inc.	Registered	40-10237741 (Republic of Korea)	11/22/2012
Enduracool	Mission Products Holding, Inc.	Registered	40-1001511 (Republic of Korea)	11/22/2012
M (Stylized)	Mission Products Holding, Inc.	Registered	40-1018063 (Republic of Korea)	11/22/2012
M (Stylized)	Mission Products Holding, Inc.	Registered	40-998310 (Republic of Korea)	11/22/2012
M Mission (Stylized)	Mission Products Holding, Inc.	Registered	40-1023772 (Republic of Korea)	11/22/2012
M Mission and Design	Mission Products Holding, Inc.	Registered	40-1094272 (Republic of Korea)	6/2/2014
Mission	Mission Products Holding, Inc.	Registered	40-1018019 (Republic of Korea)	11/22/2012
Mission Enduracool	Mission Products Holding, Inc.	Registered	40-1052331 (Republic of Korea)	6/14/2013
Mission Power Grip	Mission Products Holding, Inc.	Registered	40-1082389 (Republic of Korea)	8/5/2013
Power Grip	Mission Products	Registered	40-1001523	11/22/2012

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
	Holding, Inc.		(Republic of Korea)	
Enduracool	Mission Products Holding, Inc.	Pending	2014004620 (Malaysia)	4/23/2014
Enduracool	Mission Products Holding, Inc.	Pending	2014004622 (Malaysia)	4/23/2014
M Mission	Mission Products Holding, Inc.	Published	2014004624 (Malaysia)	4/23/2014
M Mission (Stylized)	Mission Products Holding, Inc.	Published	2014004625 (Malaysia)	4/23/2014
Mission	Mission Products Holding, Inc.	Pending	2014004623 (Malaysia)	4/23/2014
Mission Product	Mission Products Holding, Inc.	Registered	1092362 (Mexico)	6/19/2008
M Mission and Design	Mission Products Holding, Inc.	Published	997585 (New Zealand)	5/9/2014
Mission Enduracool	Mission Products Holding, Inc.	Pending	997584 (New Zealand)	5/9/2014
Enduracool	Mission Products Holding, Inc.	Registered	226534-01 (Panama)	9/26/2013
M Mission (Stylized)	Mission Products Holding, Inc.	Registered	226533-01 (Panama)	9/26/2013
Mission Court Grip	Mission Products Holding, Inc.	Registered	226532-01 (Panama)	9/26/2013
Enduracool	Mission Products Holding, Inc.	Registered	1703853 (Taiwan)	5/14/2014
M Mission and Design	Mission Products Holding, Inc.	Pending	103027030 (Taiwan)	5/14/2014
Athletecare	Mission Products Holding, Inc.	Published	184626 (United Arab Emirates)	1/2/2013
Athletecare	Mission Products Holding, Inc.	Published	184628 (United Arab Emirates)	1/2/2013
Athletecare	Mission Products Holding, Inc.	Published	184629 (United Arab Emirates)	1/2/2013
Courtgrip	Mission Products Holding, Inc.	Registered	186812 (United Arab Emirates)	2/13/2013

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
Enduracool	Mission Products Holding, Inc.	Registered	184623 (United Arab Emirates)	1/2/2013
Enduracool	Mission Products Holding, Inc.	Pending	184624 (United Arab Emirates)	1/2/2013
M Mission Logo	Mission Products Holding, Inc.	Pending	186809 (United Arab Emirates)	2/13/2013
M Mission Logo	Mission Products Holding, Inc.	Registered	186810 (United Arab Emirates)	2/13/2013
M Mission Logo	Mission Products Holding, Inc.	Registered	186811 (United Arab Emirates)	2/13/2013
Mission Power Grip	Mission Products Holding, Inc.	Published	196177 (United Arab Emirates)	8/12/2013
Arc Design	Mission Products Holding, Inc.	Pending	86/780,238 (United States of America)	10/7/2015
Athlete Engineered	Mission Products Holding, Inc.	Registered	77/976,548 (United States of America)	12/13/2007
Athlete Engineered	Mission Products Holding, Inc.	Allowed	86/601,281 (United States of America)	4/17/2015
Athlete Engineered	Mission Products Holding, Inc.	Pending	86/803,410 (United States of America)	10/29/2015
Athletecare	Mission Products Holding, Inc.	Registered	4,195,345 (United States of America)	10/15/2010
Athletecare	Mission Products Holding, Inc.	Registered	4,376,624 (United States of America)	3/14/2013
Athlete's Foot Rehab	Mission Products Holding, Inc.	Registered	4,162,562 (United States of America)	5/24/2011
Athletes on a Mission	Mission Products Holding, Inc.	Registered	4,242,377 (United States of America)	3/23/2010

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
Blister Armour	Mission Products Holding, Inc.	Registered	4,155,566 (United States of America)	05/24/2011
Cleat Grip	Mission Products Holding, Inc.	Registered	4,519,518 (United States of America)	10/4/2013
Continuous Play	Mission Products Holding, Inc.	Registered	4,126,618 (United States of America)	1/28/2011
Cools Instantly When Wet	Mission Products Holding, Inc.	Registered	4,458,040 (United States of America)	3/14/2013
Court Grip	Mission Products Holding, Inc.	Registered	4,550,224 (United States of America)	4/9/2013
Court Grip	Mission Products Holding, Inc.	Allowed	86/406,805 (United States of America)	9/26/2014
Court Grip	Mission Products Holding, Inc.	Registered	4,231,596 (United States of America)	1/22/2010
Defeat the Heat	Mission Products Holding, Inc.	Registered	4,277,144 (United States of America)	2/16/2012
Endura Cool Multi-Cool	Mission Products Holding, Inc.	Registered	4,728,993 (United States of America)	3/24/2014
Endurabedding	Mission Products Holding, Inc.	Allowed	86/537,345 (United States of America)	2/17/2015
Enduracool	Mission Products Holding, Inc.	Registered	4,673,699 (United States of America)	12/17/2012
Enduracool	Mission Products Holding, Inc.	Registered	4,673,699 (United States of America)	12/17/2012
Enduracool	Mission Products Holding, Inc.	Registered	4,239,048 (United States of America)	10/11/2011
Enduracool (Apparel)	Mission Products Holding, Inc.	Pending	86/539,205 (United States of America)	2/19/2015

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
Enduracool (Bedding)	Mission Products Holding, Inc.	Allowed	86/538,634 (United States of America)	2/18/2015
Enduraheat	Mission Products Holding, Inc.	Registered	4,813,134 (United States of America)	1/31/2012
Enduraheat	Mission Products Holding, Inc.	Pending	86/539,203 (United States of America)	2/19/2015
Enduraheat (Bedding)	Mission Products Holding, Inc.	Allowed	86/539,202 (United States of America)	2/19/2015
Endurasack	Mission Products Holding, Inc.	Allowed	86/441,679 (United States of America)	10/31/2014
Endurasleep	Mission Products Holding, Inc.	Allowed	86/572,674 (United States of America)	3/23/2015
Feel Cool	Mission Products Holding, Inc.	Registered	3,680,552 (United States of America)	11/20/2007
Feel Cool	Mission Products Holding, Inc.	Allowed	86/499,770 (United States of America)	1/9/2015
Feel Cool and Go Harder	Mission Products Holding, Inc.	Registered	4,556,020 (United States of America)	12/3/2013
Feel Cool and Go Harder	Mission Products Holding, Inc.	Registered	4,726,155 (United States of America)	12/3/2013
Fuel & Cool	Mission Products Holding, Inc.	Allowed	86/977,186 (United States of America)	10/28/2014
Fuel and Cool	Mission Products Holding, Inc.	Allowed	86/437,194 (United States of America)	10/28/2014
Game Changing Traction Technology	Mission Products Holding, Inc.	Registered	4,376,613 (United States of America)	3/5/2013
Get You Mission On!	Mission Products Holding, Inc.	Registered	3,617,463 (United States of America)	12/12/2007

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
Gocool Brand	Mission Products Holding, Inc.	Allowed	86/119,187 (United States of America)	11/14/2013
Gocool Brand	Mission Products Holding, Inc.	Registered	4,580,253 (United States of America)	11/14/2013
Gocool Brand (Stylized)	Mission Products Holding, Inc.	Allowed	86/119,075 (United States of America)	11/14/2013
Goheat Brand (Stylized)	Mission Products Holding, Inc.	Allowed	86/127,973 (United States of America)	11/25/2013
HydroActive	Mission Products Holding, Inc.	Published	86/780,241 (United States of America)	10/7/2015
M (Stylized)	Mission Products Holding, Inc.	Registered	4,476,113 (United States of America)	1/14/2013
M (Stylized)	Mission Products Holding, Inc.	Registered	3,610,268 (United States of America)	12/20/2007
M (Stylized)	Mission Products Holding, Inc.	Allowed	86/499,763 (United States of America)	1/9/2015
M (Stylized) (Bedding)	Mission Products Holding, Inc.	Allowed	86/538,640 (United States of America)	2/18/2015
M Logo	Mission Products Holding, Inc.	Pending	86/785,787 (United States of America)	10/13/2015
M Logo	Mission Products Holding, Inc.	Pending	86/785,789 (United States of America)	10/13/2015
M Logo	Mission Products Holding, Inc.	Pending	86/785,791 (United States of America)	10/13/2015
M Logo	Mission Products Holding, Inc.	Pending	86/785,792 (United States of America)	10/13/2015
M Logo	Mission Products Holding, Inc.	Pending	86/785,794 (United States of America)	10/13/2015

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
M Logo	Mission Products Holding, Inc.	Pending	86/785,798 (United States of America)	10/13/2015
M Mission (Stylized)	Mission Products Holding, Inc.	Registered	4,416,101 (United States of America)	1/14/2013
M Mission (Stylized)	Mission Products Holding, Inc.	Pending	86/543,397 (United States of America)	2/23/2015
M Mission (Stylized) (Bedding)	Mission Products Holding, Inc.	Allowed	86/538,654 (United States of America)	2/18/2015
M Mission (Stylized) /Use-Based	Mission Products Holding, Inc.	Pending	86/543,405 (United States of America)	2/23/2015
Mission	Mission Products Holding, Inc.	Registered	4,537,997 (United States of America)	10/15/2010
Mission	Mission Products Holding, Inc.	Registered	4,640,117 (United States of America)	3/6/2014
Mission	Mission Products Holding, Inc.	Pending	86/532,890 (United States of America)	2/12/2015
Mission	Mission Products Holding, Inc.	Pending	86/562,933 (United States of America)	3/13/2015
Mission Cleat Grip	Mission Products Holding, Inc.	Registered	4,566,977 (United States of America)	10/4/2013
Mission Court Grip	Mission Products Holding, Inc.	Registered	4,513,619 (United States of America)	10/4/2013
Mission Court Grip	Mission Products Holding, Inc.	Registered	4,513,619 (United States of America)	6/12/2013
Mission Endura Cool (Headbands, Wristbands & Hats)	Mission Products Holding, Inc.	Registered	4,598,562 (United States of America)	5/17/2012
Mission Enduracool	Mission Products Holding, Inc.	Allowed	85/627,792 (United States of	5/17/2012

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
			America)	
Mission Enduracool	Mission Products Holding, Inc.	Registered	4,359,036 (United States of America)	4/6/2012
Mission Enduracool	Mission Products Holding, Inc.	Registered	4,401,810 (United States of America)	5/17/2012
Mission Hydroactive	Mission Products Holding, Inc.	Published	86/741,449 (United States of America)	8/29/2015
Mission Nitroactive	Mission Products Holding, Inc.	Published	86/741,450 (United States of America)	8/29/2015
Mission Power Grip	Mission Products Holding, Inc.	Registered	4,265,352 (United States of America)	8/17/2011
Mission Product	Mission Products Holding, Inc.	Registered	3,487,495 (United States of America)	8/20/2007
Mission Radiantactive	Mission Products Holding, Inc.	Published	86/752,643 (United States of America)	9/10/2015
Mission Vaporactive	Mission Products Holding, Inc.	Pending	86/741,448 (United States of America)	8/29/2015
Missionactive	Mission Products Holding, Inc.	Pending	86/793,369 (United States of America)	10/20/2015
Missionactive	Mission Products Holding, Inc.	Pending	86/793,370 (United States of America)	10/20/2015
Multi-Cool	Mission Products Holding, Inc.	Registered	4,836,041 (United States of America)	3/11/2015
Multi-Heat	Mission Products Holding, Inc.	Published	86/686,639 (United States of America)	7/8/2015
Nitroactive	Mission Products Holding, Inc.	Published	86780242 (United States of America)	10/7/2015
Official Skincare of Athletes	Mission Products Holding, Inc.	Registered	3,999,089 (United States of	2/22/2011

Trademark	Owner	Status in Trademark Office	Federal Registration No. (United States of America)	Registration Date
Official Sunscreen of Athletes	Mission Products Holding, Inc.	Registered	3,994,707 (United States of America)	2/23/2010
Official Sunscreen of Golf	Mission Products Holding, Inc.	Registered	3,999,097 (United States of America)	2/25/2010
Official Sunscreen of Soccer	Mission Products Holding, Inc.	Registered	3,999,096 (United States of America)	2/25/2010
Official Sunscreen of Tennis	Mission Products Holding, Inc.	Registered	3,999,095 (United States of America)	2/25/2010
On Demand Cooling	Mission Products Holding, Inc.	Allowed	86/141,489 (United States of America)	12/12/2013
On The Run	Mission Products Holding, Inc.	Registered	3,838,643 (United States of America)	1/5/2009
Radiantactive	Mission Products Holding, Inc.	Pending	86/780,240 (United States of America)	10/7/2015
Shock Grip	Mission Products Holding, Inc.	Registered	4,594,494 (United States of America)	11/13/2014
Skinny Tone	Mission Products Holding, Inc.	Registered	4,158,640 (United States of America)	1/28/2011
Sun Defeated	Mission Products Holding, Inc.	Registered	4,158,639 (United States of America)	1/28/2011
Supercleat	Mission Products Holding, Inc.	Allowed	85/477,904 (United States of America)	11/21/2011
Take on the Next	Mission Products Holding, Inc.	Published	86/692,855 (United States of America)	7/14/2015
The Difference Between Good and Great	Mission Products Holding, Inc.	Allowed	86/278,118 (United States of America)	5/12/2014
The Fabric of the Game	Mission Products Holding, Inc.	Allowed	86/400,244 (United States of America)	9/19/2014

Trademark	Owner	Status in Trademark Office	Federal Registration No.	Registration Date
			America)	
The Harder You Cut, The Tighter It Grips	Mission Products Holding, Inc.	Registered	4,265,351 (United States of America)	8/17/2011
The Science of Cool	Mission Products Holding, Inc.	Allowed	86/568,709 (United States of America)	3/18/2015
Vaporactive	Mission Products Holding, Inc.	Pending	86/780,649 (United States of America)	10/7/2015
When It's On, It's On	Mission Products Holding, Inc.	Allowed	86/361,015 (United States of America)	8/8/2014
Gocool Brand (Stylized)	Mission Products Holding, Inc.	Registered	4,576,074 (United States of America)	11/14/2013
M Logo	Mission Products Holding, Inc.	Pending	86/797,232 (United States of America)	10/23/2015
Mission Power Grip	Mission Products Holding, Inc.	Registered	4,501,134 (United States of America)	7/23/2013

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

TRADEMARK LICENSES

None.

MISSION PRODUCT HOLDINGS, INC.

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

On the _____ day of _____ in the year 2015, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signatures on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public