CH \$340.00 86/5161

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM383429

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Big Time Products, LLC		05/06/2016	Limited Liability Company: GEORGIA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Agent	
Street Address:	3424 Peachtree Road NE	
Internal Address:	Suite 2300	
City:	Atlanta	
State/Country:	GEORGIA	
Postal Code:	30326	
Entity Type:	national banking association: UNITED STATES	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark		
Serial Number:	86751612	WINTERBORN		
Serial Number:	86885201	DIGZ		
Serial Number:	86875132	PREMIUM DEFENSE		
Serial Number: 86932582		COLORVANE N S E W EST 2015		
Serial Number:	86927888	COLORVANE		
Serial Number:	86926326	CAMO 365		
Serial Number:	86885583	TRACTION GRIP		
Serial Number:	86851050	WORKMASTER		
Serial Number: 86824583		SHOCKSHIELD		
Serial Number:	86808913	THE GRIP THAT STICKS		
Serial Number:	86747173	GREASE MONKEY BOOST		
Serial Number:	86766316	MAGNIFEYE		
Serial Number:	85983851	MONSTER GRIP		

CORRESPONDENCE DATA

Fax Number: 4045228409

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.

TRADEMARK REEL: 005786 FRAME: 0947

900363615

 Phone:
 4045235300

 Email:
 rjk@phrd.com

Correspondent Name: Parker Hudson Rainer & Dobbs LLP PHRD

Address Line 1: 303 Peachtree Street NE, Suite 3600

Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER: Bobbi Accord Noland

SIGNATURE: /ban/

DATE SIGNED: 05/06/2016

Total Attachments: 6

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THIRD AMENDMENT AND SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

THIS THIRD AMENDMENT AND SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "<u>Agreement</u>"), dated as of May 6, 2016, is made by and between **BIG TIME PRODUCTS, LLC**, a Georgia limited liability company ("<u>Grantor</u>"), and **JPMORGAN CHASE BANK, N.A.**, a national banking association, in its capacity as administrative agent (together with its successors and assigns in such capacity, "<u>Administrative Agent</u>") for various financial institutions (collectively, the "<u>Lenders</u>"), with an office at 3424 Peachtree Rd NE, Suite 2300, Atlanta, Georgia 30326.

WHEREAS, pursuant to that certain Notice of Grant of Security Interest in Trademark Rights, dated as of December 27, 2013 and recorded at Reel 005185 and Frame 0467 with the United States Patent and Trademark Office on January 2, 2014 (as amended, supplemented, restated and otherwise modified from time to time, the "Original Grant of Security"), Grantor granted a security interest to Administrative Agent in certain trademarks and other rights and assets of the Grantor;

WHEREAS, the parties desire to enter into this Agreement to evidence certain amendments and supplements to the Original Grant of Security and provide for other matters, more fully described herein;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings given such terms or provided by reference in the Original Grant of Security and the Security Agreement referred to therein.
- 2. <u>Supplement to Notice of Grant of Security Interest</u>. The Original Grant of Security is hereby amended and supplemented by adding the trademarks and trademark applications contained on <u>Schedule I</u> to this Agreement to <u>Schedule A</u> to the Original Grant of Security.
- 3. Additional Notice of Grant of Security Interest. To secure the prompt payment and performance of the Secured Obligations, and without limiting the continuation of any prior liens or security interests granted by Grantor to Administrative Agent, Grantor hereby pledges, assigns, grants and re-grants to Administrative Agent a continuing security interest in and Lien upon all of its right, title and interest to Trademarks, including, without limitation, the trademarks and trademark applications listed on Schedule A attached to the Original Grant of Security, as amended and supplemented hereby.
- 4. <u>Acknowledgment</u>. Each assignment, grant of security interest and other rights provided to Administrative Agent by, together with all obligations, covenants and liabilities of, Grantor in the Original Grant of Security are hereby reaffirmed. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.
- 5. <u>Counterparts</u>. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this

Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

[Remainder of page intentionally left blank; signatures appear on the following pages.]

IN WITNESS WHEREOF, Administrative Agent has caused this Agreement to be duly executed and delivered as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By: Cai A Andrew

Name: Eric A. Anderson Title: Authorized Officer

[Acknowledgment and Acceptance of Grantor follows on next page.]

Acknowledged and agreed as of the day and date first set forth above:

BIG TIME PRODUCTS, LLC, as Grantor

Name: Andy Bolt
Title: Chief Financial Officer

[SEAL]

SCHEDULE I TO THIRD AMENDMENT AND SUPPLEMENT TO NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

U.S. TRADEMARKS:

Trademark	Serial No.	Filed Date	<u>Owner</u>
WINTERBORN	86751612	09/09/2015	Big Time Products, LLC
DIGZ	86885201	01/25/2016	Big Time Products, LLC
PREMIUM DEFENSE	86875132	01/14/2016	Big Time Products, LLC
COLORVANE N S E W EST 2015	86932582	03/08/2016	Big Time Products, LLC
COLORVANE	86927888	03/03/2016	Big Time Products, LLC
CAMO 365	86926326	03/02/2016	Big Time Products, LLC
TRACTION GRIP	86885583	01/25/2016	Big Time Products, LLC
WORKMASTER	86851050	12/16/2015	Big Time Products, LLC
SHOCKSHIELD	86824583	11/18/2015	Big Time Products, LLC
THE GRIP THAT STICKS	86808913	11/04/2015	Big Time Products, LLC
GREASE MONKEY BOOST	86747173	09/03/2015	Big Time Products, LLC
MAGNIFEYE	86766316	09/23/2015	Big Time Products, LLC
MONSTER GRIP	85983851	03/01/2013	Big Time Products, LLC

CANADIAN TRADEMARKS:

Mark/ Client No.	Application No. / Registration No.	Filing Date/ Registration Date	Owner
FG Logo 42626.01.0183	1745673	09/11/2015	Big Time Products, LLC
FIRM GRIP 42626.01.0136	928,650	02/10/2016	Big Time Products, LLC

Mark/ Client No.	Application No. / Registration No.	Filing Date/ Registration Date	Owner
NATURAL PULL	1751103	10/19/2015	Big Time Products, LLC
42626.01.0194			
PRO FINGERLESS	1751109	10/19/2015	Big Time Products, LLC
42626.01.0192			
PRO PROTECT	1751105	10/19/2015	Big Time Products, LLC
42626.01.0195			
RAINBRELLA	1,773,016	03/18/2016	Big Time Products, LLC
42626.01.0207			
TG logo	1756295	11/24/2015	Big Time Products, LLC
42626.01.0198			
TOOL HANDLER	1751104	10/19/2015	Big Time Products, LLC
42626.01.0193			
TRACTION GRIP	1,765,091	01/27/2016	Big Time Products, LLC
42626. 01.0203			

RECORDED: 05/06/2016