

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM385054

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
YETI Coolers, LLC		05/19/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank Of America, N.A., As Administrative Agent		
Street Address:	555 California Street, 4th Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94104		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 54			
Property Type	Number	Word Mark	
Registration Number:	3203869	YETI	
Registration Number:	4083928	WILDLY STRONGER! KEEP ICE LONGER!	
Registration Number:	4083930	TUNDRA	
Registration Number:	4083932	ROADIE	
Registration Number:	4818317	YETI TANK	
Registration Number:	4831955	RAMBLER ON	
Registration Number:	4833419	YETI COLSTER	
Registration Number:	4871725	YETI RAMBLER COLSTER	
Registration Number:	4883074	COLSTER	
Registration Number:	4925370	RAMBLER ON	
Registration Number:	4948370	YETI	
Registration Number:	4948371	YETI	
Serial Number:	86161480	YETI	
Serial Number:	86161512	YETI	
Serial Number:	86161516	YETI	
Serial Number:	86161527	YETI	
Serial Number:	86161534	YETI	
Serial Number:	86161545	YETI	
Serial Number:	86161569	YETI	
TRADEMARK			

OP \$1365.00 3203869

Property Type	Number	Word Mark
Serial Number:	86161672	YETI
Serial Number:	86161685	YETI
Serial Number:	86161705	YETI
Serial Number:	86161718	YETI
Serial Number:	86161730	YETI
Serial Number:	86161741	YETI
Serial Number:	86161746	YETI
Serial Number:	86161753	YETI COOLERS
Serial Number:	86162463	HOPPER
Serial Number:	86162495	YETI HOPPER
Serial Number:	86322070	YETI
Serial Number:	86389413	RAMBLER
Serial Number:	86597468	YETI
Serial Number:	86597477	YETI
Serial Number:	86597481	YETI
Serial Number:	86684006	YETI
Serial Number:	86805013	YETI
Serial Number:	86805021	YETI
Serial Number:	86856068	YETI
Serial Number:	86856088	YETI RAMBLER
Serial Number:	86873475	LOAD-AND-LOCK
Serial Number:	86873477	YETI BRICK
Serial Number:	86873480	HOPPER FLIP
Serial Number:	86908950	RAMBLER
Serial Number:	86930021	YETI
Serial Number:	86930023	YETI
Serial Number:	86930024	YETI
Serial Number:	86930029	YETI
Serial Number:	86930030	YETI
Serial Number:	86930031	YETI
Serial Number:	86930033	YETI
Serial Number:	86930034	YETI
Serial Number:	86930035	YETI
Serial Number:	86930037	YETI
Serial Number:	86930996	YETI

CORRESPONDENCE DATA

Fax Number: 8668265420

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: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

NAME OF SUBMITTER:	Penelope J.A. Agodoa
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SIGNATURE:	/pja/
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DATE SIGNED:	05/19/2016
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT dated as of May 19, 2016 (this "Agreement"), among the Subsidiary Loan Parties from time to time party hereto and Bank of America, N.A. ("BAML"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of May 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among YETI Holdings, Inc., a Delaware corporation (the "Borrower"), the Lenders from time to time party thereto and BAML, as Administrative Agent, and (b) the Guarantee and Collateral Agreement dated as of May 19, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other Subsidiary Loan Parties from time to time party thereto and BAML, as Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders and the Issuing Banks to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Loan Parties party hereto are Affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders and the Issuing Banks to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, *mutatis mutandis*.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor pursuant to the Collateral Agreement did, and hereby does, grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Grantor or in, to or under which such Grantor now has or at any time hereafter may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all United States trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all extensions or renewals thereof, including those listed on Schedule I;

- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, no Trademark Collateral shall include any Excluded Assets.

SECTION 3. Collateral Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Counterparts. 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 imaging shall be effective as delivery of a manually executed counterpart of this Agreement.

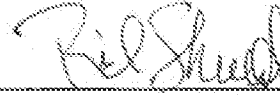
SECTION 5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[Signature Pages Follow]

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

YETI COOLERS, LLC,

by



Name: Richard J. Shields

Title: Chief Financial Officer,
Secretary and Treasurer

[Signature Page to Trademark Security Agreement]

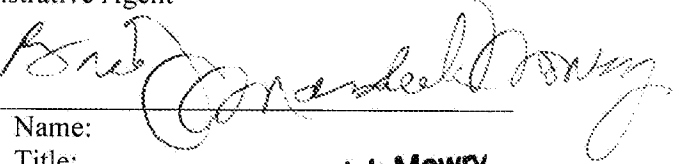
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BANK OF AMERICA, N.A., as
Administrative Agent

by

Name:

Title:


Bridgett J. Manduk Mowry
Vice President

[Signature Page to Trademark Security Agreement]


[[3597139]]

TRADEMARK
REEL: 005799 FRAME: 0157

SCHEDULE I

Trademarks/Trade Names Owned by YETI Coolers, LLC

U.S. Trademark Registrations

<u>Grantor/Registered Owner</u>	<u>Mark</u>	<u>Application Serial No.</u>	<u>Application Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
YETI Coolers, LLC	"YETI"	78846876	3/27/2006	3203869	1/30/2007
YETI Coolers, LLC	"WILDLY STRONGER! KEEP ICE LONGER!"	85340450	6/7/2011	4083928	1/10/2012
YETI Coolers, LLC	"TUNDRA	85340490	6/7/2011	4083930	1/10/2012
YETI Coolers, LLC	"ROADIE"	85340505	6/7/2011	4083932	1/10/2012
YETI Coolers, LLC	"YETI TANK"	85896774	4/5/2013	4818317	9/22/2015
YETI Coolers, LLC	"RAMBLER ON"	86597489	4/14/2015	4831955	10/13/2015
YETI Coolers, LLC	"YETI COLSTER"	86408640	9/29/2014	4833419	10/13/2015
YETI Coolers, LLC	"YETI RAMBLER COLSTER"	86408648	9/29/2014	4871725	12/15/2015
YETI Coolers, LLC	"COLSTER"	86545224	2/25/2015	4883074	1/5/2016
YETI Coolers, LLC	"RAMBLER ON"	86597484	4/14/2015	4925370	3/29/2016
YETI Coolers, LLC		85984098	10/28/2010	4948370	2/14/2012
YETI Coolers, LLC	"YETI"	78975433	1/24/2005	4948371	10/30/2007

U.S. Trademark Applications

<u>Grantor/Registered Owner</u>	<u>Mark</u>	<u>Application Serial No.</u>	<u>Application Date</u>
YETI Coolers, LLC	"YETI"	86161480	1/9/2014
YETI Coolers, LLC	"YETI"	86161512	1/9/2014
YETI Coolers, LLC	"YETI"	86161516	1/9/2014

<u>Grantor/Registered Owner</u>	<u>Mark</u>	<u>Application Serial No.</u>	<u>Application Date</u>
YETI Coolers, LLC	"YETI"	86161527	1/9/2014
YETI Coolers, LLC	"YETI"	86161534	1/9/2014
YETI Coolers, LLC	"YETI"	86161545	1/9/2014
YETI Coolers, LLC	"YETI"	86161569	1/9/2014
YETI Coolers, LLC	"YETI"	86161672	1/9/2014
YETI Coolers, LLC	"YETI"	86161685	1/9/2014
YETI Coolers, LLC	"YETI"	86161705	1/9/2014
YETI Coolers, LLC	"YETI"	86161718	1/9/2014
YETI Coolers, LLC	"YETI"	86161730	1/9/2014
YETI Coolers, LLC	"YETI"	86161741	1/9/2014
YETI Coolers, LLC	"YETI"	86161746	1/9/2014
YETI Coolers, LLC	"YETI COOLERS"	86161753	1/9/2014
YETI Coolers, LLC	"HOPPER"	86162463	1/10/2014
YETI Coolers, LLC	"YETI HOPPER"	86162495	1/10/2014
YETI Coolers, LLC		86322070	6/26/2014
YETI Coolers, LLC	"RAMBLER"	86389413	9/9/2014
YETI Coolers, LLC	"YETI"	86597468	4/14/2015
YETI Coolers, LLC	"YETI"	86597477	4/14/2015
YETI Coolers, LLC	"YETI"	86597481	4/14/2015

<u>Grantor/Registered Owner</u>	<u>Mark</u>	<u>Application Serial No.</u>	<u>Application Date</u>
YETI Coolers, LLC	"YETI"	86684006	7/6/2015
YETI Coolers, LLC	"YETI"	86805013	10/30/2015
YETI Coolers, LLC	"YETI"	86805021	10/30/2015
YETI Coolers, LLC	"YETI"	86856068	12/21/2015
YETI Coolers, LLC	"YETI RAMBLER"	86856088	12/21/2015
YETI Coolers, LLC	"LOAD-AND- LOCK"	86873475	1/12/2016
YETI Coolers, LLC	"YETI BRICK"	86873477	1/12/2016
YETI Coolers, LLC	"HOPPER FLIP"	86873480	1/12/2016
YETI Coolers, LLC	"RAMBLER"	86908950	2/16/2016
YETI Coolers, LLC	YETI	86930021	3/4/2016
YETI Coolers, LLC	YETI	86930023	3/4/2016
YETI Coolers, LLC	YETI	86930024	3/4/2016
YETI Coolers, LLC	YETI	86930029	3/4/2016
YETI Coolers, LLC	YETI	86930030	3/4/2016
YETI Coolers, LLC	YETI	86930031	3/4/2016
YETI Coolers, LLC	YETI	86930033	3/4/2016
YETI Coolers, LLC	YETI	86930034	3/4/2016
YETI Coolers, LLC	YETI	86930035	3/4/2016
YETI Coolers, LLC	YETI	86930037	3/4/2016
YETI Coolers, LLC	YETI	86930996	3/7/2016

State Trademark Registrations

None.

Trademarks/Trade Names Owned by YETI Holdings, Inc.

None.