

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM388822

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JET SET SPORTS HOLDINGS, LP		05/04/2016	Limited Partnership: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	EAST WEST BANK
<b>Street Address:</b>	535 Madison Avenue
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10022
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	2853653	
Registration Number:	2853652	
Registration Number:	2928671	
Registration Number:	2966220	
Registration Number:	2891210	CS
Registration Number:	2940770	CS
Registration Number:	2940769	CS
Registration Number:	2940768	CS
Registration Number:	3858390	COSPORT
Registration Number:	3776320	COSPORT
Registration Number:	2874507	COSPORT
Registration Number:	2947674	COSPORT
Registration Number:	3756167	JET SET SPORTS
Registration Number:	3756166	JET SET SPORTS
Registration Number:	3756165	JET SET SPORTS
Registration Number:	3756164	JET SET SPORTS
Registration Number:	3017211	JET SET SPORTS
Registration Number:	2904725	JET SET SPORTS
Registration Number:	2922630	JET SET SPORTS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3223739	JET SET SPORTS
Registration Number:	2877267	OMS

**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.*

**Phone:** 973-443-3524

**Email:** stroeverw@gtlaw.com

**Correspondent Name:** WILLIAM W STROEVER

**Address Line 1:** 500 Campus Drive

**Address Line 4:** FLORHAM PARK, NEW JERSEY 07932

<b>NAME OF SUBMITTER:</b>	William W. Stroever
<b>SIGNATURE:</b>	/William W. Stroever/
<b>DATE SIGNED:</b>	06/22/2016

**Total Attachments: 3**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Trademark Security Agreement*" dated May 4, 2016, is made by **JET SET SPORTS HOLDINGS, LP**, a Delaware limited partnership (the "*Grantor*"), in favor of EAST WEST BANK (the "*Lender*"), a California bank located at 535 Madison Avenue, 8<sup>th</sup> floor, New York, NY 10022.

WHEREAS, the Grantor and the Lender are party to a Credit Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the effectiveness of the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement of even date herewith to the Lender (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in 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), together with the goodwill symbolized thereby (the "*Trademarks*");

(ii) all reissuances, divisions, revisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(iii) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach

with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(iv) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security Obligations. The grant of a security interest in, the Collateral by the Grantor under this Trademark Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Collateral 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. To the extent there is any conflict between the terms and conditions of this Trademark Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. Governing Law. The Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunder duly authorized as of the date first above written.

**JET SET SPORTS HOLDINGS, LP**









By Sead Dizdarevic  
Name: Sead Dizdarevic  
Title: Chief Executive Officer

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 005819 FRAME: 0545**

Schedule A  
to  
Trademark Security Agreement

**TRADEMARK REGISTRATIONS**

Mark	Country	Class(es)	Serial No./Reg. No.	File Date/Reg. Date
	USA	14	2853653	6/15/2004
	USA	18	2853652	6/15/2004
	USA	25	2928671	3/1/2005
	USA	39, 41, 43	2966220	7/12/2005
	USA	35, 39, 43	2891210	10/5/2004
	USA	14	2940770	4/12/2005
	USA	18	2940769	4/12/2005
	USA	25	2940768	4/12/2005
COSPORT	USA	16	3858390	10/5/2010
COSPORT	USA	42	3776320	4/13/2010
COSPORT	USA	14	2874507	8/17/2004
COSPORT	USA	39, 41, 43	2947674	5/10/2005
JET SET SPORTS	USA	9, 16	3756167	3/2/2010
JET SET SPORTS	USA	16	3756166	3/2/2010
JET SET SPORTS	USA	35	3756165	3/2/2010
JET SET SPORTS	USA	42	3756164	3/2/2010
JET SET SPORTS	USA	14	3017211	11/22/2005
JET SET SPORTS	USA	18	2904725	11/23/2004
JET SET SPORTS	USA	25	2922630	2/1/2005
JET SET SPORTS	USA	39, 41, 43	3223739	4/3/2007
OMS	USA	42	2877267	8/24/2004