TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409909

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEATS LLC		12/13/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	MIDCAP FINANCIAL TRUST, as administrative agent
Street Address:	7255 Woodmont Avenue, Suite 200
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	statutory trust: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	4863814	SLIM-LOK
Registration Number:	4090437	FLY TEE
Registration Number:	4547866	CHAMP CATALYST
Registration Number:	4543750	ONE-LOK
Registration Number:	3972006	ZARMA
Registration Number:	3585103	
Registration Number:	3786209	CHAMP SCORPION STINGER
Registration Number:	2793499	SCORPIONSPIKES
Registration Number:	2553873	ARACHNATRACTION
Registration Number:	2493532	TRI-LOK
Registration Number:	2300605	Q-LOK
Registration Number:	1327086	CHAMP
Serial Number:	86927302	CHAMP PROWOOD
Serial Number:	86539828	PIVIX
Serial Number:	86035195	CHAMP HELIX

CH $390.00 4863814

CORRESPONDENCE DATA

Fax Number: 3126095005

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: hmiller@vedderprice.com
Correspondent Name: Holly Miller
Address Line 1: 222 North LaSalle Street - 24th Floor
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Holly Miller
SIGNATURE:	/Holly Miller/
DATE SIGNED:	12/22/2016

Total Attachments: 5
source=I.A.7.b. Trademark Security Agreement (Cleats LLC)#page1.tif
source=I.A.7.b. Trademark Security Agreement (Cleats LLC)#page2.tif
source=I.A.7.b. Trademark Security Agreement (Cleats LLC)#page3.tif
source=I.A.7.b. Trademark Security Agreement (Cleats LLC)#page4.tif
source=I.A.7.b. Trademark Security Agreement (Cleats LLC)#page5.tif

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement") made as of December 13, 2016, by **CLEATS LLC**, a Delaware limited liability company ("Grantor"), in favor of **MIDCAP FINANCIAL TRUST**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement (defined below) (together with its successors and assigns, "Grantee"):

W I T N E S S E T H:

WHEREAS, Grantor, Grantee and Lenders, along with the other parties thereto, are parties to that certain Credit and Guaranty Agreement of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), providing for extension of credit to be made to Grantor by Lenders; and

WHEREAS, pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement, executed as of the date hereof, by and among Grantor, Grantee, the Lenders and the other parties thereto (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including, among other things, all right, title and interest of Grantor and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing, or owned, acquired or arising hereafter: (i) all of Grantor's Trademarks (as defined in the Security Agreement) including each Trademark registration and application listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, but excluding any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. §1051(c) or 15 U.S.C. §1051(d), respectively, or, if filed, has not been deemed in conformance with 15 U.S.C. §1051(a) or examined and accepted by the United States Patent and Trademark Office, and (ii) all Proceeds of any such Trademarks, including, among other things, Trademark Licenses (collectively the "Trademark Collateral").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and the Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as set forth in the Security Agreement.

2. Reaffirmation of Grant of Security Interests. To secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Obligations, the Grantor hereby reaffirms its grants to the Grantee, for its benefit and the benefit of the Lenders, of a continuing security interest in, and a right to set off

TRADEMARK
REEL: 005950 FRAME: 0392

against, any and all right, title and interest of such Grantor in and to the Trademark Collateral, whether now owned or existing or owned, acquired, or arising hereafter. This Agreement may be and is intended by the parties to be filed with the United States Patent and Trademark Office.

3. Governing Law. THIS AGREEMENT AND ALL MATTERS RELATING HERETO OR ARISING HEREFROM (WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE), SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

4. Counterparts. This Agreement and may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic mail transmission shall as effective as delivery of a manually executed counterpart hereof or thereof.

(Signature Pages Follow)

(Signature Page to Trademark Security Agreement)

IN WITNESS WHEREOF, intending to be legally bound, Grantor has duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTOR:

CLEATS LLC, a Delaware limited liability company

By: _____
Brian Sudbrink
Treasurer and Secretary

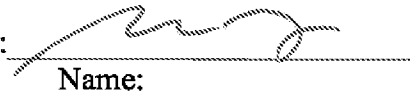
Agreed and Accepted
As of the Date First Written Above

GRANTEE:

MIDCAP FINANCIAL TRUST, a Delaware statutory trust

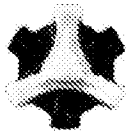
By: Apollo Capital Management, L.P.
Its: Investment Manager

By: Apollo Capital Management GP, LLC
Its: General Partner

By: 
Name:
Authorized Signatory

Schedule 1

Trademarks

Mark	Reg. No.	Filing Date	Reg. Date	Current Owner of Record
SLIM-LOK	Reg. 4863814	02/26/14	12/01/15	CLEATS LLC
FLY TEE	Reg. 4090437	05/31/11	01/24/12	CLEATS LLC
CHAMP CATALYST	Reg. 4547866	10/13/10	06/10/14	CLEATS LLC
ONE-LOK	Reg. 4543750	10/13/10	06/03/14	CLEATS LLC
ZARMA	Reg. 3972006	08/17/10	05/31/11	CLEATS LLC
Design Only 	Reg. 3585103	01/18/08	03/10/09	CLEATS LLC
CHAMP SCORPION STINGER	Reg. 3786209	04/07/03	05/04/10	CLEATS LLC
SCORPIONSPIKES	Reg. 2793499	06/19/00	12/16/03	CLEATS LLC
ARACHNATRACTION	Reg. 2553873	04/27/00	03/26/02	CLEATS LLC
TRI-LOK	Reg. 2493532	03/01/00	09/25/01	CLEATS LLC
Q-LOK	Reg. 2300605	11/24/97	12/14/99	CLEATS LLC
CHAMP	Reg. 1327086	08/22/83	03/26/85	CLEATS LLC

Trademark Applications

Mark	App. No.	Filing Date	Current Owner of Record
CHAMP PROWOOD	App. 86927302[1]	03/03/16	CLEATS LLC
PIVIX	App. 86539828[2]	02/19/15	CLEATS LLC
CHAMP HELIX	App. 86035195[3]	08/12/13	CLEATS LLC

[1] Intent to Use application.
[2] Intent to Use application.
[3] Intent to Use application.