

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427527

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Kwik Tek, Inc.		01/11/2017	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A.		
<b>Street Address:</b>	3 Park Plaza, Suite 900		
<b>City:</b>	Irvine		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92614		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4517438	ADJUST-A-GRIP	
<b>Registration Number:</b>	4726470	AIRHEAD SUP	
<b>Serial Number:</b>	86950476	AIRLIFT	
<b>Registration Number:</b>	4474848	AQUA-ZOOKA DOUBLE SHOT!	
<b>Registration Number:</b>	4897427	BOOSTER	
<b>Registration Number:</b>	4474850	CANTINA LOUNGE	
<b>Registration Number:</b>	4719426	COMFORT FLEX	
<b>Registration Number:</b>	4797815	EZ UP	
<b>Registration Number:</b>	4797971	FLIPOUT	
<b>Serial Number:</b>	86921256	JUSTA TUBE	
<b>Serial Number:</b>	87144854	SHRED	
<b>Registration Number:</b>	4460375	STABILIZER	
<b>Serial Number:</b>	87144504	STOMP	
<b>Registration Number:</b>	4408958	STORM	
<b>Serial Number:</b>	86932471	SUN COMFORT	
<b>Serial Number:</b>	86822070	THE ISUP ADVANTAGE!	
<b>Registration Number:</b>	4498190	TRAINING WHEELS	
<b>Serial Number:</b>	86822079	TRAVEL PADDLE STORE	

CH \$465.00 4517438

**CORRESPONDENCE DATA****Fax Number:** 2253433076*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:** 225-383-9000**Email:** cnichols@mcglinchey.com, docket-ip@mcglinchey.com**Correspondent Name:** McGlinchey Stafford, PLLC**Address Line 1:** 301 Main Street, 14th Floor**Address Line 4:** Baton Rouge, LOUISIANA 70801

<b>NAME OF SUBMITTER:</b>	Christopher S. Nichols
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<b>SIGNATURE:</b>	/Christopher S. Nichols/
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<b>DATE SIGNED:</b>	05/15/2017
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**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT  
(Kwik Tek, Inc.)

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated effective as of January 13, 2017, is between Kwik Tek, Inc., a Colorado corporation (the "Debtor"), and JPMorgan Chase Bank, N.A., a national banking association (the "Secured Party"), and is executed pursuant to that certain Third Amended and Restated Credit Agreement, dated concurrently herewith, among the Debtor, the other Loan Parties (as defined in the Credit Agreement) party thereto, and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement").

Recitals:

In accordance with the terms of the Credit Agreement, pursuant to that certain Second Amended and Restated Pledge and Security Agreement, dated concurrently herewith, between the Debtor and the Secured Party (as such agreement may be amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"), the Debtor has granted to the Secured Party a lien and security interest in all General Intangibles (as defined in the Security Agreement) of the Debtor including, without limitation, all of the Debtor's right, title, and interest in, to, and under all now owned and hereafter acquired Trademarks (as defined below), together with the goodwill of the business symbolized by the Debtor's Trademarks, and Trademark Licenses (as defined below), and all products and proceeds thereof, to secure the payment of the Secured Obligations (as defined in the Credit Agreement).

Agreement:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby grants and assigns to the Secured Party a continuing security interest, lien, and collateral assignment in all of the Debtor's right, title, and interest in, to, and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, logos, other business identifiers, prints and labels on which any of the foregoing appear, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings, and applications in the United States Patent and Trademark Office or in any similar office or agency of the U.S., any state thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions, and renewals thereof, (iii) all income, royalties, damages, and payments now or hereafter relating to or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing, (iv) the right to sue for past, present, and future infringements of any of the foregoing; (v) all rights corresponding to any of the foregoing throughout the world, and (vi) all goodwill associated with and symbolized by any of the foregoing; in each case, whether now owned or hereafter acquired by the Debtor (all of such items in this clause (a) being referred to herein collectively as the "Trademarks");
- (b) any written agreement now or hereafter in existence where the Debtor grants to another

any right to use any Trademark ("Trademark License"); (c) each trademark registration ("Trademark Registration"); and (d) each trademark application ("Trademark Application") (including, without limitation, each Trademark, Trademark Registration, and Trademark Application referred to in Schedule 1 annexed hereto, together with the goodwill of the business symbolized thereby);

(2) each Trademark License, to the extent allowable under the applicable license agreement; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by the Debtor against third parties for past, present, or future (a) infringement, dilution, or breach of any Trademark, Trademark Registration, Trademark Application, or Trademark License (including, without limitation, any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1 annexed hereto, any Trademark License of any Trademark, Trademark Registration, or Trademark Application referred to in Schedule 1 annexed hereto, and any Trademark Registration issued pursuant to a Trademark Application referred to in Schedule 1 annexed hereto), or (b) injury to the goodwill associated with any Trademark, Trademark Registration, or Trademark Application.

The lien and security interest contained in this Agreement is granted in conjunction with the liens and security interests granted to the Secured Party pursuant to the Security Agreement.


The Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature pages follow]

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the date written above.

DEBTOR:

KWIK TEK, INC.

By:   
\_\_\_\_\_  
Aaron F. Kramer  
President

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
Jolinda Walden  
Authorized Officer

ACKNOWLEDGMENT

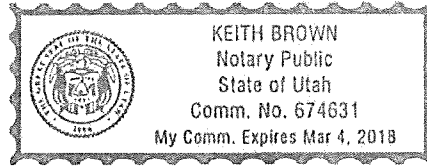
STATE OF Utah )  
 )  
COUNTY OF Salt Lake )

This instrument was acknowledged before me this 11 day of January, 2017, by Harri Hammer, as President of Kwik Tek, Inc., a Colorado corporation, on behalf of such corporation.

{Seal}

Keith Brown  
Notary Public in and for the State of Utah

My commission expires: 03/04/2018



STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of January, 2017, by \_\_\_\_\_, as an Authorized Officer of JPMorgan Chase Bank, N.A., a national banking association, on behalf of such banking association.

{Seal}

\_\_\_\_\_  
Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

IN WITNESS WHEREOF, the Debtor has caused this Agreement to be duly executed by its duly authorized officer effective as of the date written above.

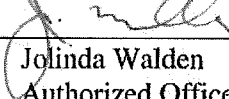
DEBTOR:

KWIK TEK, INC.

By: \_\_\_\_\_  
Aaron F. Kramer  
President

SECURED PARTY:

JPMORGAN CHASE BANK, N.A.

By: \_\_\_\_\_  
  
Jolinda Walden  
Authorized Officer

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me this \_\_\_\_\_ day of January, 2017, by \_\_\_\_\_, as \_\_\_\_\_ of Kwik Tek, Inc., a Colorado corporation, on behalf of such corporation.

{Seal}

Notary Public in and for the State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

STATE OF CA )  
 )  
COUNTY OF Orange )

This instrument was acknowledged before me this 17th day of January, 2017, by Patricia M. Walker as an Authorized Officer of JPMorgan Chase Bank, N.A., a national banking association, on behalf of such banking association.

{Seal}

Notary Public in and for the State of CA

My commission expires: 1-23-17





Schedule 1  
to  
Trademark Security Agreement

Trademarks

Owner of Record/ Next Owner	Country of Registration	Trademark	Serial No.	Registration No.	Filing/ Registration Date	Type of Mark
Kwik Tek Inc.	US	ADJUST-A-GRIP	86/029215	4,517,438	Aug. 5, 2013/ Apr. 22, 2014	Trademark
Kwik Tek Inc.	US	AIRHEAD SUP	86/263398	4,726,470	Apr. 25, 2014/ Apr. 28, 2015	Trademark
Kwik Tek, Inc.	US	AIRLIFT	86/950476	N/A	Mar. 23, 2016/ N/A	Trademark
Kwik Tek Inc.	US	AQUA-ZOOKA DOUBLE SHOT!	85/961579	4,474,848	Jun. 17, 2013/ Jan. 28, 2014	Trademark
Kwik Tek, Inc.	US	BOOSTER	86/510259	4,897,427	Jan. 21, 2015/ Feb. 09, 2016	Trademark
Kwik Tek, Inc.	US	CANTINA LOUNGE	85/961613	4,474,850	Jun. 17, 2013/ Jan. 28, 2014	Trademark
Kwik Tek, Inc.	US	COMFORT FLEX	86/343387	4,719,426	Jul. 21, 2014/ Apr. 14, 2015	Trademark
Kwik Tek, Inc.	US	EZ UP	86/263455	4,797,815	Aug. 25, 2015/ Jun. 09, 2015	Trademark
Kwik Tek, Inc.	US	FLIPOUT	86/315066	4,797,971	Jun. 19, 2014/ Aug. 25, 2015	Trademark
Kwik Tek, Inc.	US	JUSTA TUBE	86/921256	N/A	Feb. 26, 2016/ N/A	Trademark
Kwik Tek, Inc.	US	SHRED	87/144854	N/A	Aug. 19, 2016/ N/A	Trademark
Kwik Tek Inc.	US	STABILIZER	86/064732	4,460,375	Sep. 13, 2013/ Dec. 31, 2013	Trademark
Kwik Tek, Inc.	US	STOMP	87/144504	N/A	Aug. 19, 2016/ N/A	Trademark
Kwik Tek Inc.	US	STORM	78/097359	4,408,958	Dec. 08, 2001/ Oct. 01, 2013	Trademark
Kwik Tek, Inc.	US	SUN COMFORT	86/932471	N/A	Mar. 08, 2016/ N/A	Trademark
Kwik Tek, Inc.	US	THE ISUP ADVANTAGE!	86/822070	N/A	Nov. 16, 2015/ N/A	Trademark
Kwik Tek Inc.	US	TRAINING WHEELS	86/064710	4,498,190	Sep. 13, 2013/ Mar. 18, 2014	Trademark
Kwik Tek, Inc.	US	TRAVEL PADDLE STORE	86/822079	N/A	Nov. 16, 2015/ N/A	Trademark