

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432773

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sheer Strength Investco, LLC		06/02/2017	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	MERION INVESTMENT PARTNERS III, L.P.		
Street Address:	251 LITTLE FALLS DRIVE		
City:	WILMINGTON		
State/Country:	DELAWARE		
Postal Code:	19808		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87234661	SHEER STRENGTH	
Serial Number:	87234678	SHEER	
Registration Number:	4799450	SHEER STRENGTH	
CORRESPONDENCE DATA			
Fax Number:	6103718506		
<i>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.</i>			
Phone:	609 987 7050		
Email:	ejs@stevenslee.com		
Correspondent Name:	Elliott J. Stein		
Address Line 1:	100 Lenox Drive		
Address Line 2:	Suite 200		
Address Line 4:	Lawrenceville, NEW JERSEY 08648		
NAME OF SUBMITTER:	Elliott J. Stein		
SIGNATURE:	/varlawyer/		
DATE SIGNED:	06/27/2017		
Total Attachments: 3			
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GRANT OF SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of June 2, 2017, by Sheer Strength Investco, LLC ("Grantor"), in favor of Merion Investment Partners III, L.P. ("Grantee"). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (defined below).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Security Agreement, dated as of June 2, 2017 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

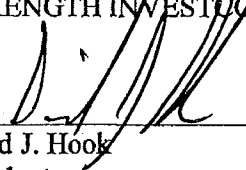
The Grantor hereby authorizes Grantee unilaterally to modify this Trademark Agreement by amending Schedule A to include any future United States Trademarks of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Agreement or amend Schedule A shall in any way affect, invalidate or detract from Grantee's continuing security interest in all Collateral, whether or not listed on Schedule A.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

SHEER STRENGTH INVESTCO, LLC

By: 
Name: David J. Hook
Title: President

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006092 FRAME: 0304

SCHEDULE A TO GRANT OF SECURITY INTEREST

Trademarks/Service marks:

1. Sheer Strength Logo – Registration No. 4799450; Registration Date: August 25, 2015

Pending Trademarks/Logos:

1. “Sheer Strength” Standard Character Mark – USPTO Serial No. 87/234661; Application Date: November 11, 2016
2. “Sheer” Standard Character Mark – USPTO Serial No. 87/234678; Application Date: November 11, 2016