

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438927

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goat Intermediate, LLC		08/11/2017	Limited Liability Company: DELAWARE
Backcountry.com, LLC		08/11/2017	Limited Liability Company: DELAWARE
MotoSport, LLC		08/11/2017	Limited Liability Company: DELAWARE
Backcountry Bee, LLC		08/11/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 S. Dearborn, Floor L2, IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	5179673	BACKCOUNTRY BIVY
Registration Number:	5179672	BACKCOUNTRY BED
Registration Number:	5164389	BACKCOUNTRY
Registration Number:	5175043	BACKCOUNTRY QUILT
Registration Number:	4788204	BACKCOUNTRY
Registration Number:	3243545	BACKCOUNTRY.COM
Registration Number:	3219427	BACKCOUNTRY.COM > OUTLET
Registration Number:	4974728	BASIN + RANGE
Registration Number:	4974727	BASIN + RANGE
Serial Number:	87513401	BASIN + RANGE
Registration Number:	4586773	COMPETITIVE CYCLIST
Registration Number:	4586774	COMPETITIVE CYCLIST
Registration Number:	4367951	DOGFUNK
Serial Number:	87347936	GEARHEAD

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4572520	
Registration Number:	3922768	LEADERBOARD
Registration Number:	4418211	MERLIN
Registration Number:	4422074	
Registration Number:	4422090	PRIVATE STASH
Registration Number:	3167553	STEEP&CHEAP
Registration Number:	4303136	STOIC
Registration Number:	4313281	STOIC
Registration Number:	3434913	WHISKEY MILITIA
Registration Number:	4699743	WHISKEY MILITIA
Registration Number:	3434921	WHISKEY MILITIA
Registration Number:	4151685	CYCLESPOORT
Registration Number:	4749046	FILGUARD
Registration Number:	5054127	MOTOSPORT
Registration Number:	3881817	MOTOSPORT
Registration Number:	5211794	MOTOSPORT.COM
Registration Number:	3707403	TURNER PERFORMANCE PRODUCTS
Registration Number:	3707404	TURNER PERFORMANCE PRODUCTS

CORRESPONDENCE DATA

Fax Number: 6173417701

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: 617-951-8132

Email: linda.salera@morganlewis.com

Correspondent Name: Linda A. Salera

Address Line 1: One Federal Street

Address Line 2: c/o Morgan, Lewis & Bockius LLP

Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
SIGNATURE:	/Linda A. Salera/
DATE SIGNED:	08/11/2017

Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") is entered into as of August 11, 2017 by and among **GOAT INTERMEDIATE, LLC**, a Delaware limited liability company ("Holdings"), **BACKCOUNTRY.COM, LLC**, a Delaware limited liability company ("Backcountry"), **MOTOSPORT, LLC**, a Delaware limited liability company (the "MotoSport"), **BACKCOUNTRY BEE, LLC**, a Delaware limited liability company ("Backcountry Bee"), and any additional entities which may from time to time become parties to the Security Agreement referred to below (such entities, together with Holdings, Backcountry, MotoSport, and Backcountry Bee, each a "Grantor", and, collectively, the "Grantors"), and JPMorgan Chase Bank, N.A., in its capacity as administrative agent (the "Administrative Agent") for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantors, Bergfreunde GmbH, Backcountry GmbH, the other Loan Parties from time to time party thereto, the Administrative Agent and the Lenders party thereto from time to time, the Lenders have agreed to make certain financial accommodations available to the Borrowers from time to time party to the Credit Agreement pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that the Grantors shall have executed and delivered to the Administrative Agent that certain U.S. Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), by and among the Grantors and the Administrative Agent; and

WHEREAS, pursuant to the Security Agreement, the Grantors are required to execute and deliver to the Administrative Agent this Trademark Security Agreement.

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

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, assigns, and pledges to the Administrative Agent, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (except, in each case, to the extent constituting Excluded Collateral) (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Licenses of Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License of Trademark; and

(c) all products and proceeds (as that term is defined in the UCC) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any License of Trademark.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantors, or any of them, to the Administrative Agent and the Lenders, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new Trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantors hereby authorize the Administrative Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantors (in each case, to the extent in accordance with the Security Agreement). Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (e.g. via email in portable document file format) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement. This Trademark Security Agreement is a Loan Document.

7. **CHOICE OF LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS, BUT GIVING EFFECT TO NEW YORK GENERAL**

OBLIGATIONS LAW SECTION 5-1401) OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

8. **CONSENT TO JURISDICTION.** EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK, NEW YORK IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT AND EACH GRANTOR HEREBY IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT IT MAY LEGALLY AND EFFECTIVELY DO SO, ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL AFFECT THE RIGHT OF THE ADMINISTRATIVE AGENT OR ANY LENDER TO BRING PROCEEDINGS AGAINST ANY GRANTOR IN THE COURTS OF ANY OTHER JURISDICTION.

9. **WAIVER OF JURY TRIAL.** EACH GRANTOR AND THE ADMINISTRATIVE AGENT HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

BACKCOUNTRY.COM, LLC,
a Delaware limited liability company

By: 
Name: J. Shane Jones
Title: Chief Financial Officer and Treasurer

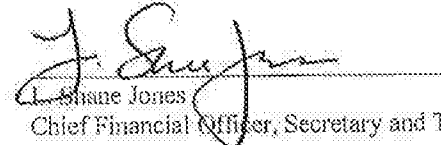
MOTOSPORT, LLC,
a Delaware limited liability company

By: 
Name: J. Shane Jones
Title: Chief Financial Officer, Secretary and Treasurer

GOAT INTERMEDIATE, LLC,
a Delaware limited liability company

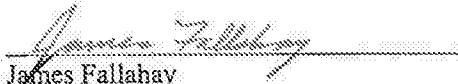
By: 
Name: J. Shane Jones
Title: Chief Financial Officer and Treasurer

BACKCOUNTRY BEE, LLC,
a Delaware limited liability company

By: 
Name: J. Shane Jones
Title: Chief Financial Officer, Secretary and Treasurer

[JPM/Backcountry-- Signature page to Trademark Security Agreement]

JPMORGAN CHASE BANK, N.A.,
as the Administrative Agent

By: 
Name: James Fallahay
Title: Authorized Officer



[JPM/Backcountry – Signature page to Trademark Security Agreement]

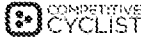




TRADEMARK
REEL: 006128 FRAME: 0486


SCHEDULE I

Trademark Collateral


Backcountry.com, LLC – US Trademarks

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/Owned
BACKCOUNTRY BIVY	87046888	5/23/2016	5179673	2/23/2017	Owned
BACKCOUNTRY BED	87046870	5/23/2016	5179672	2/23/2017	Owned
BACKCOUNTRY	87046862	5/23/2016	5164389	2/23/2017	Owned
BACKCOUNTRY QUILT	87046893	5/23/2016	5175043	2/23/2017	Owned
BACKCOUNTRY.COM	86138617	12/9/2013	4788204	8/11/2015	Owned
BACKCOUNTRY.COM 	78490064	9/27/2004	3243545	5/22/2007	Owned
BACKCOUNTRY.COM >OUTLET 	78587938	3/15/2005	3219427	3/20/2007	Owned
BASIN + RANGE 	86631752	5/15/2015	4974728	6/7/2016	Owned
BASIN + RANGE 	86631747	5/15/2015	4974727	6/7/2016	Owned
BASIN + RANGE	87513401	6/30/2017			

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/Owned
COMPETITIVE CYLIST	85785713	11/21/2012	4586773	8/19/2014	Owned
COMPETITIVE CYCLIST 	85785726	11/21/2012	4586774	8/19/2014	Owned
DOGFUNK	85785811	11/21/2012	4367951	7/16/2013	Owned
GEARHEAD	87347936	2/24/2017			
GOAT LOGO 	86189389	2/10/2014	4572520	7/22/2014	Owned
LEADERBOARD	85077490	7/2/2010	3922768	2/22/2011	Owned
MERLIN	85869548	3/7/2013	4418211	10/15/2013	Owned
MERLIN (Falcon logo) 	85921997	5/2/2013	4422074	10/22/2013	Owned
PRIVATE STASH	85928577	5/10/2013	4422090	10/22/2013	Owned
STEEP&CHEAP	78587949	3/15/2005	3167553	11/7/2006	Owned
STOIC	77667809	2/10/2009	4303136	3/19/2013	Owned
STOIC 	77667815	2/10/2009	4313281	4/2/2013	Owned
WHISKEY MILITIA	77279277	9/13/2007	3434913	5/27/2008	Owned
WHISKEY MILITIA 	86355415	8/1/2014	4699743	3/10/2015	Owned

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/Owned
WHISKEY MILITIA 	77279527	9/14/2007	3434921	5/27/2008	Owned

MotoSport, LLC – US Trademarks

Mark	PTO Serial Number	Filing Date	PTO Registration	Registration Date	Licensed/Owned
CYCLESPO	85370707	7/13/2011	4151685	5/29/2012	Owned
FILGUARD	86196828	2/18/2014	4749046	6/2/2015	Owned
MOTOSPORT	86918783	2/24/2016	5054127	10/4/2016	Owned
MOTOSPORT	77754635	6/8/2009	3881817	11/23/2010	Owned
MOTOSPORT. COM 	86913978	2/19/2016	5211794	5/30/2017	Owned
TURNER PERFORMANCE PRODUCTS	77407798	2/27/2008	3707403	11/10/2009	Owned
TURNER PERFORMANCE PRODUCTS	77407819	2/27/2008	3707404	11/10/2009	Owned

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