

12/29/2017

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900430682 12/04/2017

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453029

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mission Product Holdings, Inc.		10/30/2017	LLC, DELAWARE
RECEIVING PARTY DATA			
Name:	Siena Lending Group LLC		
Street Address:	9 W Broad Street		
Internal Address:	5th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06902		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 92			
Property Type	Number	Word Mark	
Serial Number:	86780238		
Serial Number:	77976548	ATHLETE ENGINEERED	
Serial Number:	86601281	ATHLETE ENGINEERED	
Serial Number:	86803410	ATHLETE ENGINEERED	
Registration Number:	4195345	ATHLETECARE	
Registration Number:	4376624	ATHLETECARE	
Registration Number:	4162562	ATHLETE'S FOOT REHAB	
Registration Number:	4242377	ATHLETES ON A MISSION	
Registration Number:	4155566	BLISTER ARMOUR	
Registration Number:	4126618	CONTINUOUS PLAY	
Registration Number:	4458040	COOLS INSTANTLY WHEN WET	
Serial Number:	86406805	COURT GRIP	
Registration Number:	4277144	DEFEAT THE HEAT	
Registration Number:	4728993	ENDURA COOL MULTI-COOL	
Serial Number:	86537345	ENDURABEDDING	
Registration Number:	4673699	ENDURACOOOL	
Registration Number:	4239048	ENDURACOOOL	

CH \$2315.00 86780238

Property Type	Number	Word Mark
Serial Number:	86539205	ENDURACOOOL
Serial Number:	86538634	ENDURACOOOL
Registration Number:	4813134	ENDURAHEAT
Serial Number:	86539203	ENDURAHEAT
Serial Number:	86539202	ENDURAHEAT
Serial Number:	86441679	ENDURASACK
Serial Number:	86572674	ENDURASLEEP
Registration Number:	3680552	FEEL COOL
Serial Number:	86499770	FEEL COOL
Registration Number:	4556020	FEEL COOL AND GO HARDER
Registration Number:	4726155	FEEL COOL AND GO HARDER
Serial Number:	86977186	FUEL & COOL
Serial Number:	86437194	FUEL AND COOL
Registration Number:	4376613	GAME CHANGING TRACTION TECHNOLOGY
Registration Number:	3617463	GET YOUR MISSION ON!
Serial Number:	86119187	GOCOOOL BRAND
Registration Number:	4580253	GOCOOOL BRAND
Serial Number:	86119075	GO°COOL BRAND
Serial Number:	86127973	GO°HEAT BRAND
Serial Number:	86780241	HYDROACTIVE
Registration Number:	4476113	M
Registration Number:	3610268	M
Serial Number:	86499763	M
Serial Number:	86538640	M
Serial Number:	86785787	M
Serial Number:	86785789	M
Serial Number:	86785791	M
Serial Number:	86785792	M
Serial Number:	86785794	M
Serial Number:	86785798	M
Registration Number:	4416101	M MISSION
Serial Number:	86543397	M MISSION
Serial Number:	86538654	M MISSION
Serial Number:	86543405	M MISSION
Registration Number:	4537997	MISSION
Registration Number:	4640117	MISSION
Serial Number:	86532890	MISSION
Serial Number:	86562933	MISSION

Property Type	Number	Word Mark
Registration Number:	4566977	MISSION CLEAT GRIP
Registration Number:	4513619	MISSION COURT GRIP
Registration Number:	4598562	MISSION ENDURA COOL
Serial Number:	85627792	MISSION ENDURACOOOL
Registration Number:	4359036	MISSION ENDURACOOOL
Registration Number:	4401810	MISSION ENDURACOOOL
Serial Number:	86741449	MISSION HYDROACTIVE
Serial Number:	86741450	MISSION NITROACTIVE
Registration Number:	4265352	MISSION POWER GRIP
Registration Number:	3487495	MISSION PRODUCT
Serial Number:	86752643	MISSION RADIANTACTIVE
Serial Number:	86741448	MISSION VAPORACTIVE
Serial Number:	86793369	MISSIONACTIVE
Serial Number:	86793370	MISSIONACTIVE
Registration Number:	4836041	MULTI-COOL
Serial Number:	86686639	MULTI-HEAT
Serial Number:	86280242	KNOCKOUT CASINO
Registration Number:	3999089	OFFICIAL SKINCARE OF ATHLETES
Registration Number:	3994707	OFFICIAL SUNSCREEN OF ATHLETES
Registration Number:	3999097	OFFICIAL SUNSCREEN OF GOLF
Registration Number:	3999096	OFFICIAL SUNSCREEN OF SOCCER
Registration Number:	3999095	OFFICIAL SUNSCREEN OF TENNIS
Serial Number:	86141489	ON DEMAND COOLING
Registration Number:	3838643	ON THE RUN
Serial Number:	86780240	RADIANTACTIVE
Registration Number:	4158640	SKINNY TONE
Registration Number:	4158639	SUN DEFEATED
Serial Number:	85477904	SUPERCLEAT
Serial Number:	86692855	TAKE ON THE NEXT
Serial Number:	86278118	THE DIFFERENCE BETWEEN GOOD AND GREAT
Serial Number:	86400244	FABRIC OF THE GAME
Serial Number:	86568709	THE SCIENCE OF COOL
Serial Number:	86780649	VAPORACTIVE
Serial Number:	86361015	WHEN IT'S ON, IT'S ON
Registration Number:	4576074	GO°COOL BRAND
Serial Number:	86797232	M
Registration Number:	4501134	MISSION POWER GRIP

CORRESPONDENCE DATA**Fax Number:** 2024083141

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: 2024083141**Email:** jean.paterson@cscglobal.com**Correspondent Name:** CSC**Address Line 1:** 1090 Vermont Avenue, NW**Address Line 4:** Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	937280
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	12/04/2017

Total Attachments: 14

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of October 30, 2017, is made by MISSION PRODUCT HOLDINGS, INC., a Delaware limited liability company ("Grantor") with an address of 60 East 42nd Street, Suite 810, New York, New York 10165 in favor of SIENA LENDING GROUP LLC, a Delaware limited liability company (as originating lender, and after the Closing Date as servicer for affiliated assignee, Siena Funding LLC, a Delaware limited liability company ("Siena Funding"), and together with Siena Funding, collectively, "Lender") with an address of 9 W Broad Street, 5th Floor, Stamford, Connecticut 06902.

W I T N E S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans for the benefit of Borrower; and

WHEREAS, Lender is willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property 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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

When used in this Intellectual Property Security Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

a. all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

b. all of its Trademarks (**provided** that no security interest shall be granted in any “intent to use” trademark applications for which a statement of use has not been filed with and accepted by the U.S. Patent and Trademark Office but only until such statement is filed), and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

c. all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

d. all reissues, continuations or extensions of the foregoing;

e. all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

f. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any registered Patent, registered Trademark or registered Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in the applicable filing office in the state of formation of Grantor all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. COVENANTS. Grantor covenants and agrees with Lender that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

a. Grantor shall notify Lender immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) material to the operation of Grantor's business may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's ownership of any Patent, Trademark or Copyright material to the operation of Grantor's business, its right to register the same, or to keep and maintain the same.

b. Within 30 days of filing an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency Grantor shall notify Lender of such filing and, upon request of Lender, Grantor shall execute and deliver a supplement hereto (in form and substance reasonably satisfactory to Lender) to evidence Lender's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

c. Grantor shall take all actions necessary or reasonably requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of Grantor's Patents or Trademarks (now or hereafter existing) material to the operation of Grantor's business, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

d. In the event that any of the Intellectual Property Collateral material to the operation of Grantor's business is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify Lender promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, Grantor shall immediately take all actions as Grantor shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

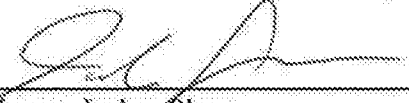
7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

Upon such termination, Lender shall execute, at the expense of Borrower, such releases and terminations in form suitable for filing with respect to the Liens granted hereunder.

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

MISSION PRODUCT HOLDINGS, INC.

By: 
Name: Joshua Shaw
Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

SIENA LENDING GROUP LLC

By: _____
Name:
Title: Authorized Signatory

By: _____
Name:
Title: Authorized Signatory

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

MISSION PRODUCT HOLDINGS, INC.

By: _____
Name: Joshua Shaw
Title: Chief Executive Officer

ACCEPTED and ACKNOWLEDGED by:

SIENA LENDING GROUP LLC

By: _____
Name: Anthony Lavinio
Title: Authorized Signatory

By: _____
Name: STEVEN SANICOLA
Title: Authorized Signatory

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. PATENT REGISTRATIONS and PATENT APPLICATIONS

<u>Patent Title</u>	<u>No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
Wet-Activated Cooling Fabric	PCT/US2017/035734	06/02/2017		
Cooling Fabric with Integrated Phase Change Material	62/532,643	07/14/2017		

2. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. TRADEMARK REGISTRATIONS and TRADEMARK APPLICATIONS

<u>Trademark Title</u>	<u>Country</u>	<u>No.</u>	<u>Date of Application</u>	<u>Reg. No.</u>	<u>Date of Registration</u>
M Mission and Design	Australia	1621882	5/9/14	1621882	8/5/15
Athlete Engineered	Canada	1727240	5/7/15	N/A – Pending	N/A – Pending
Cools Instantly When Wet	Canada	1708739	12/23/14	963,079	2/16/17
Enduracool	Canada	1574214	4/20/12	867,674	12/18/13
Hydroactive	Canada	1752863	10/30/15		
M Logo	Canada	1752875	10/30/15		
M Mission (Stylized)	Canada	1562799	2/6/2012	894,208	1/16/15
Multi-Cool	Canada	1727238	5/17/2015	972,929	6/7/17
Mission	Canada	1797357	4/11/08	798,198	5/20/11
Mission	Canada	1797306	5/23/00	561,791	5/10/02
Mission	Canada	1804728	10/14/16	N/A – Pending	N/A – Pending
Mission	Canada	1814709	12/16/16	N/A – Pending	N/A – Pending
Mission Active	Canada	1752835	10/30/15		
Nitroactive	Canada	1752855	10/30/15		
Radiantactive	Canada	1752868	10/30/15		
Vaporactive	Canada	1752851	10/30/15		
Mission Enduracool	China	17188856	6/12/15	17188856	8/7/16
Mission	China	21855087	11/10/16	N/A – Pending	N/A – Pending
Mission Product	China	6800030	6/23/08	N/A – Pending	N/A – Pending
Mission Product	China	6800031	6/23/08	N/A – Pending	N/A – Pending
Mission Product	China	6800029	6/23/08	N/A – Pending	N/A – Pending
Mission Product Athlete-Engineered Skincare	China	6848087	7/18/08	6848087	3/7/11
Enduracool	Columbia	13 232949	10/1/13	492577	4/30/13
M Mission (Stylized)	Columbia	13 232788	10/1/13		
M Mission (Stylized)	Columbia	13 232807	10/1/13		
Enduracool	Costa Rica	2013-008557	10/4/13	235540	5/16/14
M Mission (Stylized)	Costa Rica	2013-008558	10/4/13		
M Mission (Stylized)	Costa Rica	2014-0001227	10/4/13	236628	7/16/14
Athlete Engineered	EU	013963351	4/18/15	013963351	8/31/15

M Mission and Design	EU	012856654	5/8/14	012856654	3/14/15
Mission	EU	013963343	4/18/15	013963343	8/31/15
Mission Product Athlete-Engineered Skincare	EU	007035165	6/18/08	007035165	5/26/09
Mission Skincare	EU	008306805	05/18/09	008306805	12/3/09
Mission	Germany	39639604.6	9/11/96	301996500002	12/16/96
Enduracool	Madrid	A0042511	5/7/14	1212403	5/7/2014
Hydroactive	Madrid	A005425	10/29/15	1282048	10/29/15
M Logo	Madrid	A0054254	10/29/15	1279167	10/29/15
M Logo	Madrid	A0054256	10/29/15	1281605	10/29/15
M Logo	Madrid	A0054255	10/29/15	1293724	10/29/15
M Mission (Stylized)	Madrid	A0043239	2/21/13	1155478	2/21/2013
Mission Court Grip	Madrid	A0036334	6/12/13	1176367	6/12/13
Mission Enduracool	Madrid	A0034242	2/21/13	1152475	2/21/2013
Missionactive	Madrid	A0054248	10/29/15	1280995	10/29/15
Missionactive	Madrid	A0054249	10/29/15	1293758	10/29/15
Nitroactive	Madrid	A0056033	1/21/16	1288854	1/21/16
Nitroactive	Madrid	A004251	10/29/15	1288854	10/29/15
Radiantactive	Madrid	A0054253	10/29/15	1278809	10/29/15
Radiantactive	Madrid	A0054250	10/29/15	1289339	10/29/15
Athletecare	Korea	40-2012-0072737	11/22/12	40-1018087	1/15/14
Athletecare	Korea	40-2012-0072736	11/22/12	40-1018039	1/15/14
Enduracool	Korea	40-2012-0072740	11/22/12	40-1001511	10/16/13
M (Stylized)	Korea	40-2012-0072733	11/22/12	40-1018063	1/15/14
M (Stylized)	Korea	40-2012-0072732	11/22/12	40-998310	10/1/13
M Mission (Stylized)	Korea	40-2012-0072734	11/22/12	40-1023772	2/20/14
M Mission and Design	Korea	40-2014-37081	6/2/2014	40-1094272	3/16/15
Mission	Korea	40-2012-0072735	11/22/12	40-1018019	1/15/14
Mission Enduracool	Korea	40-2013-39344	6/14/13	40-1052331	8/7/14
Mission Power Grip	Korea	40-2013-52552	8/5/13	40-1082389	1/19/15
Enduracool	Malaysia	2014004620	4/23/14	2014004620	4/23/2014
Enduracool	Malaysia	2014004622	4/23/14	2014004622	4/23/2014

M Mission	Malaysia	2014004624	4/23/14	2014004624	4/23/2014
M Mission (Stylized)	Malaysia	2014004625	4/23/14		
Mission	Malaysia	2014004623	4/23/14	2014004623	4/23/2014
Mission	Mexico	1777616	7/28/16	1776172	7/19/17
Mission Product	Mexico	941979	6/19/08	1092362	3/27/09
M Mission and Design	New Zealand	997585	5/9/14		
Enduracool	Panama	226534-01	9/26/13	226534-01	9/26/2013
M Mission (Stylized)	Panama	226533-01	9/26/13	226533-01	9/26/2013
Mission Court Grip	Panama	226532-01	9/26/13	226532-01	9/26/2013
Enduracool	Taiwan	103027029	5/14/14	1703853	4/16/15
M Mission and Design	Taiwan	103027030	5/14/14	1716327	7/1/15
Athletecare	UA Emirates	184626	1/2/13	184626	1/3/16
Athletecare	UA Emirates	184628	1/2/13	184628	1/3/16
Athletecare	UA Emirates	184629	1/2/13	184629	1/3/16
Enduracool	UA Emirates	184623	1/2/13	184623	2/23/16
Enduracool	UA Emirates	184624	1/2/13	184624	4/6/14
M Mission Logo	UA Emirates	186809	2/13/13	186809	2/27/17
M Mission Logo	UA Emirates	186810	2/13/13	186810	9/1/14
M Mission Logo	UA Emirates	186811	2/13/13	186810	8/26/14
Mission Power Grip	UA Emirates	196177	8/12/13	196177	2/15/16
Athlete Engineered	USA	77/976,548	12/13/07	3,617,442	5/5/09
Athlete Engineered	USA	86/601,281	4/17/15		
Athlete Engineered	USA	86/803,410	10/29/15		
Athlete Engineered	USA	86/982,351	10/29/15	5,233,645	6/27/17
Athletecare	USA	85/198,754	12/15/10	4,195,345	8/21/12
Athletecare	USA	85/875,873	3/14/13	4,376,624	7/30/13
Athlete's Foot Rehab	USA	85/328,613	5/24/11	4,162,562	6/19/12
Athletes on a Mission	USA	77/965,582	3/23/10	4,242,377	11/13/12
Blister Armour	USA	85/328,871	05/24/11	4,155,566	6/5/12
Continuous Play	USA	85/229,122	1/28/11	4,126,618	4/10/12
Control Temperture Unlock Performance	USA	87/246,775	11/23/16	5,303,337	10/3/17
Cooling Power	USA	87/144,336	8/19/16	5,282,631	9/5/17
Cools Instantly When Wet	USA	85/879,769	3/14/13	4,458,040	12/31/13
Defeat the Heat	USA	85/544,144	2/16/12	4,277,144	1/15/13
Endura Cool Multi-Cool	USA	86/230,272	3/24/14	4,728,993	4/28/15
Enduracool	USA	85/804,197	12/17/12	4,673,699	1/20/15
Enduracool	USA	85/444,330	10/11/11	4,239,048	11/6/12
Enduraheat	USA	85/529,516	1/31/12	4,813,134	9/15/15
Feel Cool	USA	77/334,009	11/20/07	3,680,552	9/8/09
Feel Cool	USA	86/499,770	1/9/15	5,306,912	10/10/17
Feel Cool and Go Harder	USA	86/133,633	12/3/13	4,556,020	6/24/14

Feel Cool and Go Harder	USA	86/133,627	12/3/13	4,726,155	4/28/15
Fuel & Cool	USA	87/018,243	4/28/16		
Fuel & Cool	USA	86/977,186	10/28/14	4,877,782	12/29/15
Fuel and Cool	USA	86/437,194	10/28/14		
Game Changing Traction Technology	USA	85/866,808	3/5/13	4,376,613	7/30/13
Get Your Mission On!	USA	77/976,813	12/12/07	3,617,463	5/5/09
Gocool Brand	USA	86/119,187	11/14/13	4,878,016	12/29/15
Gocool Brand	USA	86/975,007	11/14/13	4,580,253	8/5/14
Gocool Brand (Stylized)	USA	86/119,075	11/14/13	4,878,015	12/29/15
Gocool Brand (Stylized)	USA	86/975,006	11/14/13	4,576,074	7/29/14
HydroActive	USA	86/780,241	10/7/15		
HydroActive	USA	86/982,534	10/7/15	5,292,047	9/19/17
HydroActive (Stylized)	USA	87/114,509	7/25/16	5,162,969	3/21/17
M (Stylized)	USA	85/822,711	1/14/13	4,476,113	1/28/14
M (Stylized)	USA	77/976,717	12/20/07	3,610,268	4/21/09
M (Stylized)	USA	86/499,763	1/9/15	5,055,308	10/4/16
M (Stylized)	USA	86/978,483	1/9/15	4,948,080	4/26/16
M Logo	USA	86/785,787	10/13/15		
M Logo	USA	86/785,789	10/13/15		
M Logo	USA	86/785,791	10/13/15		
M Logo	USA	86/785,792	10/13/15		
M Logo	USA	86/785,798	10/13/15	5,134,429	1/31/17
M Logo	USA	86/797,232	10/23/15		
M Logo (APPAREL)	USA	86/982,245	10/13/15	5,219,673	6/6/17
M Logo (BEDDING)	USA	86/981,705	10/13/15	5,173,005	3/28/17
M LOGO (USE-BASED)	USA	86/981,053	10/13/15	5,125,899	1/17/17
M Logo (COOLING TOWELS)	USA	86/982,333	10/13/15	5,224,395	6/13/17
M Logo	USA	86/785,792	10/13/15		
M Logo	USA	86/785,798	10/13/15	5,134,429	1/31/17
M Mission (Stylized)	USA	85/822,706	1/14/13	4,416,101	10/8/13
M Mission (Stylized)	USA	86/829,256	11/23/15		
M Mission (Stylized)	USA	87/112,652	7/22/16		
M Mission (Stylized)	USA	86/543,397	2/23/15		
M Mission logo (Bedding)	USA	86/981,706	11/23/15	5,173,006	3/28/17
M Mission (Stylized) /Use-Based	USA	86/543,405	2/23/15		
M Mission logo (Cooling Towels)	USA	86/982,334	11/23/15	5,224,396	6/13/17

MAX (STYLIZED)	USA	87/575,006	8/18/17		
Mission	USA	85/153,389	10/15/10	4,537,997	5/27/14
Mission	USA	86/213,022	3/6/14	4,640,117	11/18/14
Mission	USA	86/532,890	2/12/15	4,920,927	3/22/16
Mission	USA	86/562,933	3/13/15		
Mission	USA	86/931,605	3/7/16	5,177,943	4/4/17
Mission	USA	75/575,386	10/23/98	2,323,531	2/29/00
Mission	USA	77/978,266	10/12/07	5,028,960	9/21/10
Mission	USA	87/088,363	6/29/16		
Mission Cleat Grip	USA	86/082,976	10/4/13	4,566,977	7/15/14
Mission Court Grip	USA	85/953,336	6/12/13	4,513,619	4/15/14
Mission Endura Cool (Headbands, Wristbands & Hats)	USA	85/982,171	5/17/12	4,598,562	9/2/14
Mission Enduracool	USA	85/627,792	5/17/12	4,898,850	2/9/16
Mission Enduracool	USA	85/590,832	4/6/12	4,359,036	6/25/13
Mission Enduracool	USA	85/979,607	5/17/12	4,401,810	9/10/13
Mission Hydroactive	USA	86/741,449	8/29/15		
Mission Power Grip	USA	85/400,731	8/17/11	4,265,352	12/25/12
Mission Power Grip	USA	86/017,185	7/13/13	4,501,134	3/25/14
Mission Product	USA	77/259,343	8/20/07	3,487,495	8/19/08
Mission Radiantactive	USA	86/752,643	9/10/15	5,152,061	2/28/17
Mission Vaporactive	USA	86/741,448	8/29/15		
Missionactive	USA	86/793,369	10/20/15		
Missionactive	USA	86/793,370	10/20/15	5,261,760	8/8/17
Missionactive	USA	86/855,670	12/21/15		
Multi-Cool	USA	86/560,919	3/11/15	4,836,041	10/20/15
Nitroactive	USA	86/866,956	1/6/16	5,115,884	1/3/17
Official Skincare of Athletes	USA	77/941,801	2/22/10	3,999,089	7/19/11
Official Sunscreen of Athletes	USA	77/942,322	2/23/10	3,994,707	7/12/11
Official Sunscreen of Golf	USA	77/945,109	2/25/10	3,999,097	7/19/11
Official Sunscreen of Soccer	USA	77/945,037	2/25/10	3,999,096	7/19/11
Official Sunscreen of Tennis	USA	77/945,030	2/25/10	3,999,095	7/19/11
On Demand Cooling	USA	86/141,489	12/12/13	5,241,776	7/11/17

On The Run	USA	3,838,643	1/5/09		
Radiantactive	USA	86/780,240	10/7/15		
Skinny Tone	USA	85/229,114	1/28/11	4,158,640	6/12/12
The Science of Cool	USA	86/568,709	3/18/15		
Vaporactive	USA	86/780,649	10/7/15		

2. TRADEMARK LICENSES

Name of Agreement

Date of Agreement

Parties

None.

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. COPYRIGHT REGISTRATIONS

<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

2. COPYRIGHT APPLICATIONS

<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

3. COPYRIGHT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.