

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM456192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hylete, Inc.		07/28/2017	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Black Oak-Hylete-Senior Debt, LLC		
Street Address:	175 S Main Street, Suite 1030		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Limited Liability Company: UTAH		
Name:	bocm3-Hylete-Senior Debt, LLC		
Street Address:	175 S Main Street, Suite 1030		
City:	Salt Lake City		
State/Country:	UTAH		
Postal Code:	84111		
Entity Type:	Limited Liability Company: UTAH		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4318646	HYLETE	
CORRESPONDENCE DATA			
Fax Number:	4142770656		
<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:	414-271-6560		
Email:	lkkutny@michaelbest.com		
Correspondent Name:	Michael Best & Friedrich LLP		
Address Line 1:	100 E. Wisconsin Avenue, Suite 3300		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	207566-0013		
NAME OF SUBMITTER:	Katrina G. Hull		
SIGNATURE:	/katrinaghull/		

OP \$40.00 4318646

DATE SIGNED:	12/28/2017
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Total Attachments: 4

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FIRST AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This First Amended and Restated Trademark Security Agreement (this "Agreement"), dated effective as of July 28, 2017, is entered into by and among Hylete, Inc., a California corporation (the "Debtor"), Black Oak-Hylete-Senior Debt, LLC, a Utah limited liability company ("First Senior Lender"), and bocm3-Hylete-Senior Debt, LLC, a Utah limited liability company ("Second Senior Lender", and, together with First Senior Lender, collectively, "Secured Party").

A. Debtor and Secured Party have entered into that certain First Amended and Restated Security Agreement, of even date herewith (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "Security Agreement"; all terms defined in the Security Agreement, wherever used herein, shall have the same meanings herein as are prescribed by the Security Agreement).

B. Pursuant to the terms of the Security Agreement, Debtor has granted to Secured Party a lien and security interest in all General Intangibles of Debtor, including, without limitation, all of Debtor's right, title, and interest in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Debtor's trademarks, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the First Amended and Restated Senior Credit Agreement (the "Credit Agreement") dated as of July 28, 2017, by and between Debtor and Secured Party).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby grants to Secured Party a lien and continuing security interest in all of Debtor's right, title, and interest in, to, and under the following (all of the following being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired, and such grant insofar as it applies to Loan Collateral covered by the Credit Agreement, is in confirmation of the existing and continuing Lien and security interest granted under the Security Agreement:

(1) each trademark, trademark registration ("Trademark Registration") and 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; and

(2) each trademark license, including, without limitation, each trademark license listed in Schedule 1 annexed hereto; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Debtor against third parties for past, present or future (a) infringement, dilution or breach of any trademark, Trademark Registration, Trademark Application and trademark license, including, without limitation, any trademark, Trademark Registration and trademark license 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 and Trademark Application.

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

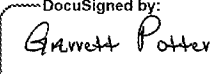
Debtor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the liens and security interests in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference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

[Signature page follows]

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

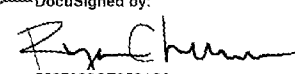
DEBTOR:

HYLETE, INC.

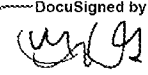
DocuSigned by:

By: _____
Name: Garrett Potter
Title: CFO

SECURED PARTY:

BLACK OAK-HYLETE-SENIOR DEBT, LLC,

DocuSigned by:

By: _____
Name: Ryan Cheesman
Title: Manager

BOCM3-HYLETE-SENIOR DEBT, LLC,

DocuSigned by:

By: _____
Name: Greg Seare
Title: Manager

**SCHEDULE I
TRADEMARKS**

Trademarks

Trademark	Status	Serial Number	Filing Date	Registration Number	Registration Date
HYLETE	Active	85576904	2012-03-22	4318646	2013-04-09
"H" LOGO	Pending	85837045	2013-01-30	n/a	n/a
TRAIN.COMPETE.LIVE	Active	85837048	2013-01-30	4582589	2014-08-12
HYLETE (INTERNATIONAL)	Active			1202379	2014-03-18
"H" LOGO (INTERNATIONAL)	Active			1202272	2014-03-18